

**Request for Proposal (RFP)
For
Empanelment of Human Resource Recruitment Consultant(s) for Facilitating
Engagement of Specialist/Domain Experts at Junior, Middle and Senior
Management Positions on Contractual Basis (E-tendering)**



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RFP Ref. No: HO/HRM/RECR/2023-24/COM-57 Date: 19-02-2024

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

This document is prepared by UCO Bank for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis. It should not be reused or copied or used either partially or fully in any form.

Disclaimer

The information contained in this Request for Proposal (RFP) is provided to the Bidder(s) on the terms and conditions set out in this RFP document. The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained however, this RFP may not provide all the information which a bidder/an intending contracting party may think to be necessary or desirable to enable it to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process as detailed in this document. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officers of UCO Bank with the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigations & analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary, obtain independent advice. UCO Bank makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of this RFP. UCO Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. UCO Bank reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of UCO Bank shall be final, conclusive and binding on all parties.

UCO Bank reserves the right of discretion to change, modify, add or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank's Website (<https://www.ucobank.com>) and it will become part and parcel of this RFP.

CONTENTS

BID CONTROL SHEET	6
PART –I	9
1. INTRODUCTION	9
2. OBJECTIVES	9
3. OVERVIEW OF TENDERING PROCESS	9
4. ELIGIBILITY CRITERIA	10
PART – II: INVITATION FOR BIDS AND INSTRUCTIONS TO BIDDERS	13
1. INVITATION FOR BIDS	13
2. DUE DILIGENCE	13
3. TENDER DOCUMENT AND FEE	13
4. EARNEST MONEY DEPOSIT CLAUSE	14
5. REJECTION OF THE BID	14
6. PRE-BID MEETING	15
7. MODIFICATION AND WITHDRAWAL OF BIDS	15
8. INFORMATION PROVIDED	15
9. CLARIFICATION OF OFFER	16
10. LATE BIDS	16
11. ISSUE OF CORRIGENDUM	16
12. FOR RESPONDENT ONLY	16
13. DISCLAIMER	16
14. MSME BIDDER	16
15. COSTS BORNE BY RESPONDENTS	17
16. NO LEGAL RELATIONSHIP	17
17. CANCELLATION OF TENDER PROCESS	17
18. CORRUPT AND FRAUDULENT PRACTICES	188
19. NON-TRANSFERRABLE OFFER	18
20. ADDRESS OF COMMUNICATION	18
21. RFP VALIDITY PERIOD	18
22. CONFIDENTIALITY	19
23. ERRORS AND OMISSIONS	19
24. ACCEPTANCE OF TERMS	19
25. RFP RESPONSE	19
26. NOTIFICATION	19
27. ERASURES OR ALTERATIONS	20
28. CLARIFICATIONS ON AND AMENDMENTS TO RFP DOCUMENT	20
29. LANGUAGE OF BIDS	20

30. AUTHORIZED SIGNATORY _____	20
31. SUBMISSION OF BID _____	20
32. ADOPTION OF INTEGRITY PACT _____	22
33. OTHER TERMS AND CONDITIONS _____	23
PART –III: BID OPENING AND EVALUATION CRITERIA _____	24
PART-IV: SCOPE OF WORK _____	29
PART-V _____	32
1. DURATION OF THE CONSULTANT(S) _____	32
2. DATA PROTECTION _____	32
3. NON-EXHAUSTIVE CLAUSE _____	32
4. PERFORMANCE BANK GUARANTEE _____	32
5. SINGLE POINT OF CONTACT _____	33
6. PRELIMINARY SCRUTINY _____	33
7. TAXES _____	33
8. CONFIDENTIALITY AND SECRECY _____	34
9. COMPLIANCE WITH LAWS _____	36
10. FORCE MAJEURE _____	37
11. COMPLETENESS OF THE PROJECT _____	38
12. ORDER CANCELLATION _____	38
13. INDEMNITY _____	39
14. PUBLICITY _____	40
15. NON- SOLICITATION _____	40
16. PRIVACY AND SECURITY SAFEGUARDS _____	41
17. NOTICES _____	41
18. EXECUTION OF A SERVICE-LEVEL AGREEMENT/NON-DISCLOSURE AGREEMENT _____	41
19. TERMINATION _____	42
20. CONSEQUENCES OF TERMINATION _____	42
21. VERIFICATION _____	43
22. DISPUTE RESOLUTION MECHANISM _____	43
23. APPLICABLE LAW AND JURISDICTION OF COURT _____	44
24. LIMITATION OF LIABILITY _____	44
25. AMENDMENT(S) IN THE CONTRACT / SERVICE LEVEL AGREEMENT _____	45
26. BLACKLISTING _____	45
GROUND FOR DISQUALIFICATION & BLACKLISTING _____	45
27. SUB-CONTRACTING _____	47
28. NON-EXCLUSIVITY _____	48
29. SUBSTITUTION OF PROJECT TEAM MEMBERS _____	48
30. ADHERENCE TO STANDARDS _____	48

31. AUDIT/ INSPECTION FOR REPORTS _____	49
32. INDEPENDENT SERVICE PROVIDER _____	50
33. VIOLATION OF TERMS _____	51
34. NON-ASSIGNMENT _____	51
35. WAIVER _____	51
36. CONTRACT COMMITMENT _____	51
37. CONFLICT OF INTEREST _____	522
38. OTHER TERMS & CONDITIONS _____	53
<u>ANNEXURE – A (TENDER OFFER FORWARDING LETTER)</u> _____	56
<u>ANNEXURE – B (GENERAL DETAILS OF THE BIDDER)</u> _____	57
<u>ANNEXURE-C (EARNEST MONEY DEPOSIT FORM)</u> _____	58
<u>ANNEXURE – D (PROFORMA FOR PERFORMANCE BANK GUARANTEE)</u> _____	60
<u>ANNEXURE – E (UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER)</u> _____	62
<u>ANNEXURE- F (UNDERTAKING TO ABIDE BY ALL BY-LAWS / RULES / REGULATIONS)</u> _____	64
<u>ANNEXURE – G (UNDERTAKING LETTER FOR CENTRAL MINIMUM WAGES ACT & LABOUR LAWS)</u> _____	65
<u>ANNEXURE – H (UNDERTAKING LETTER ON THE VENDOR'S LETTERHEAD FOR GST LAW)</u> _____	66
<u>ANNEXURE – I (UNDERTAKING FOR PRICE VALIDITY & _____)</u> _____	67
<u>ANNEXURE – J (UNDERTAKING FOR NO DEVIATION)</u> _____	68
<u>ANNEXURE-K (CERTIFICATE FROM CHARTERED ACCOUNTANT)</u> _____	69
<u>ANNEXURE – L [FORMAT OF PRE-BID QUERIES TO BE SUBMITTED BY THE BIDDER(S)]</u> _____	70
<u>ANNEXURE – M (PRE CONTRACT INTEGRITY PACT)</u> _____	71
<u>ANNEXURE – N (NON-DISCLOSURE AGREEMENT)</u> _____	77
<u>ANNEXURE – O (ELIGIBILITY CRITERIA COMPLIANCE)</u> _____	82
<u>ANNEXURE-P (COMPLIANCE CHART)</u> _____	84
<u>ANNEXURE – Q (KEY PERSONNEL DETAILS)</u> _____	85
<u>ANNEXURE – R (COMPLETION CERTIFICATE)</u> _____	86
<u>ANNEXURE-S (LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE)</u> _____	87

Bid Control Sheet

Tender Reference	HO/HRM/RECR/2023-24/COM-57 Date: 19-02-2024
Cost of Tender Documents	As mentioned in 'Part – II, Point No. 3'
Date of issue of RFP	19-02-2024
Earnest Money Deposit (EMD)	As mentioned in 'Part – II, Point No. 4'
Date of commencement of sale of tender document	19-02-2024
Last date for submitting queries for the Pre-bid Meeting	28-02-2024 up to 5:00 PM
Pre-Bid meeting Date & mode	29-02-2024 at 12:30 PM (Meeting would be done through Video-Conferencing)
Last Date and Time for receipts of tender bids	12-03-2024 at 04:00 PM
Opening of Eligibility & Technical bids	12-03-2024 at 04:30 PM
Website for Online RFP	https://www.ucobank.com & https://www.tenderwizard.com/UCOBANK
Address of Communication	Assistant General Manager UCO Bank, Head Office-I, Human Resource Department 4 th Floor, 10 BTM Sarani Kolkata-700001
Earnest Money Deposit	Rs. 3 lakhs should be submitted before last date of bid submission in the form of Bank Guarantee (BG) or Demand Draft in favor of UCO Bank payable at Kolkata. BG should be valid up to at least 6 months from the last date of submission. * Firms registered under MSEs and Start up India would be exempted from payment of earnest money if bidder can furnish requisite proof subject to the satisfaction of Bank.
Performance Bank Guarantee	Performance Bank Guarantee of 10% of contract amount to be submitted by successful empaneled bidder within fifteen days of award of work.
Email address	hohrd.calcutta@ucobank.co.in
Contact Telephone	033-44557379
Address for support for Online RFP/Process of submission of tender documents	
This Tender will follow e-Tendering process [e-bids] as under which will be conducted by Bank's authorized e- Tendering Service Provider M/s Antares Systems Ltd through Website	

<https://www.tenderwizard.com/UCOBANK>

Following activities will be conducted online through above website:

- a) Submission of Eligibility/Technical Bid & Commercial Bid by the Vendor
- b) Clarification, if any, sought by the Bank
- c) Opening of Eligibility/Technical Bid by the Bank
- d) On-line evaluation by the Bank.
- e) Opening of Commercial Bid by the Bank & On-line evaluation.

Representatives of Vendors will be given training for e- Tendering by the Service Provider, M/s Antares Systems Ltd.

* Bidders who wish to participate in online tenders will have to register with the website (<https://www.tenderwizard.com/UCOBANK>) through the "Register" link provided on the home page. Bidder will create login id & password on their own in registration process.

* Following facilities shall be provided to registered bidders/ vendors by the service provider M/s Antares Systems Ltd:

- a) Support to the Bidders for participating in the bids through e-tendering Website.
- b) Call center support/ email/ phone/mobile etc. in all possible medium.
- c) Registration with the e-tendering website.
- d) User Manual / Training Kit to the Bidder.
- e) Any no. of users of Vendor/ Bidder organization can take support on the e-tendering system.
- f) Bidder who wish to participate in this tender need to procure Digital Signature Certificate (for Signing and Encryption) as per Information Technology Act-2000 and CVC guidelines using that they can digitally sign their electronic bids. Bidders can procure the same from any of the CCA approved certifying agencies, or they may contact M/s Antares Systems Ltd. at below mentioned address and they will assist them in procuring the same.

Bidders who already have a valid Digital Signature Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact

Antares Systems Ltd.

Registered Office at: # 137/3, 'Honganasu' Kengeri, Bangalore Mysore Road, Bangalore – 560 060, India

Ph: - 080- 45982100

Help Desk: 9073677150 / 9073677151 / 9073677152 / 033 4604 6611

Contact Person: Mr. Biswajit Chakraborty / Mr. Kushal Bose

Mobile no. 09674758723 / 09674758719

(On working days-0900 hours–1800 hours)

e-mail: helpline1tenderwizard@gmail.com / helpdesk857@etenderwizard.com

g) Bidders who wish to participate in e-Tender need to fill data in predefined forms of EOI/RFP, Technical, Price bid available in respective tender only.

h) Bidder should upload scanned copies of reference documents in support of their eligibility of the bid and as per the instructions given in tender documents. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid.

Note: In case the specified date of submission & opening of Bids is declared a holiday in West Bengal under the NI act, the bids will be received till the specified time on next working day and will be opened at 04:30 PM. UCO Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason including postal holidays or delays. Any bid received after specified date and time of the receipt of bids prescribed as mentioned above, will not be accepted by the Bank. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the specified date & time for submission of bids. No bidder shall be allowed to withdraw the bid.

UCO Bank reserves the right to accept or reject in part or full, any or all tenders without assigning any reason whatsoever and without any cost and compensation therefore. Any decision of UCO Bank in this regard shall be final, conclusive and binding on all the Tenderers

Part –I

1. Introduction

UCO Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head Office at 10, B.T.M. Sarani, Kolkata-700001, India, hereinafter called "the Bank", is one of the leading public sector Banks in India having more than 3100 branches, two overseas Branches one each at Singapore & Hong Kong Centre and more than 2100+ ATMs (including Biometric enabled ATMs), spread all over the country. All the branches of the Bank are CBS enabled through Finacle as a Core Banking Solution.

The purpose of this Request for Proposal ["RFP document" or "RFP"] is to enable UCO Bank [hereinto referred as "the Bank"] to hire competent/ qualified Human Resource Consultant(s) for facilitating Recruitment of Specialist/ Domain Experts at Junior, Middle and Senior management positions on contractual basis.

It is hereby explicitly stated that this RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services identified and sought herein. Selection, Empanelment and consequent recruitment is subject to observance of selection process, signing of Integrity Pact and appropriate documentation in accordance with the terms herein in this RFP being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process as detailed in this document.

2. Objectives

The Bank wishes to empanel Human Resource Recruitment Consultant(s) for recruiting Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis in the Bank.

The Bank, for this purpose, invites proposal from renowned and experienced specialized consultant(s) who are interested in participating in this RFP and fulfil the eligibility criteria mentioned in the RFP and are also in a position to comply with the technical requirement as mentioned hereunder. Apart from the above the bidder must also agree to all the terms & conditions mentioned under this RFP. The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful consultant(s) as identified by the Bank, after completion of the selection process as detailed in this document. Bank, at its sole and absolute discretion, may choose to avail consultancy services for any of the positions. Such decision may be advised even during the course of the assignment.

3. Overview of Tendering Process

UCO Bank invites tenders through e-tendering methodology comprising of Eligibility Bid and Technical bid from experienced prospective bidders having proven capabilities for facilitating Recruitment of Specialist/ Domain Experts at

Junior, Middle and Senior Management Positions. The prospective bidder is required to adhere to the terms of this RFP document and any deviations to the same shall not to be acceptable to UCO Bank.

The bidder (also called the vendor or bidder through this document) empaneled under the RFP document shall own the single point responsibility for fulfilling all obligations and providing all deliverables and services required for successful implementation of the project. Unless agreed to specifically by the Bank in writing for any changes in the document issued, the bidder responses should comply with the scope of work.

4. Eligibility Criteria

Only those Bidders, who fulfill all the following eligibility criteria, are eligible to respond to this RFP. Offers received from the bidders who do not fulfill any of the following eligibility criteria are liable to be rejected.

Sl. No.	Eligibility Criteria	Supporting Documents to be submitted
1	<p>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 /Indian Partnership Act 1932 or Limited Liability Partnerships Act 2008.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>The bidder should not be a subsidiary of a foreign company and should have registered office in India.</p>	<p>Copy of the Certificate of Incorporation issued by The Registrar of Companies for registered companies and LLP/ Registration certificate issued by registrar of firms and Partnership Deed for Partnership Firm.</p> <p>MOA & AOA shall also be submitted in case of companies</p> <p>Shareholding pattern, PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>
2	<p>The Bidder should have an average annual turnover of at least INR 50 Crores for last three financial years (i.e. 2020-21,2021-22, & 2022-23)</p>	<p>Certificate from Chartered Accountant (Annexure-K) Stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets for last 3 years, i.e., 2020-21,2021-22, & 2022-23</p>
3	<p>Bidder should have net profit in past 3 consecutive financial years (i.e. 2020-21,2021-22, & 2022-23)</p>	

4	Bidder should be in line of business for which RFP is issued and should have minimum 3 preceding years' experience (in India) as on RFP issuance date of providing consultancy services for recruitment of Specialized Executives/ Domain Experts with specialized/ technical skills to BFSI/ Govt./ PSBs/ PSU/ Large organizations with employee strength of minimum 10000 and/or annual turnover of at least Rs. 500 Crores as on 31.03.2023.	<p>Credentials to be provided as under:</p> <p>a) Certified information from Statutory Auditor/Chartered Accountant for Price/ Amount of the contract/ work awarded and details of work done.</p> <p>b) On letter head of the Client signed by authorized signatory about the Services Delivered.</p> <p>c) Draft information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be provided for confirmation.</p> <p>d) Information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be provided for confirmation by Bank.</p>
5	The Bidder's Organization should not be owned or controlled by any Director/ Key Management Personnel as well as Relatives of Director/Key Management Personnel of UCO Bank, both present and those who have retired in the last one year.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead for the same.
6	The Bidder's Organization must comply with Minimum Wages Act & Labour Laws as applicable from time to time	A Self-Declaration to be furnished by the Bidder on the Company's letterhead as per Annexure G
7	Bidder should not have been debarred/ black-listed by any Bank or RBI or any other regulatory authority as on date of RFP issuance.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead as per Annexure – E should be submitted.
8	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

Note:

- Applicant are required to provide duly authenticated supporting documents like work orders, details of its offices/ representatives at various locations, Audited balance sheets, completion/performance certificate 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 Bidder must comply with all above-mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Documentary Evidence for compliance to each of the eligibility criteria must be enclosed along with the bid together with references. Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances. However, UCO Bank reserves the right to seek clarifications on the already submitted documents. Non-compliance of any of the criteria will entail rejection of the offer summarily. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the service provider.
- The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.
- 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 in his absence 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 and binding.

Part – II: Invitation for Bids and Instructions to Bidders

1. Invitation for Bids

This Request for Proposal (RFP) is to invite e-tenders comprising of eligibility and technical bid from experienced prospective bidders having proven capabilities for facilitating Recruitment of Specialist/ Domain Experts at Junior, Middle and Senior Management Positions. Bidder has to submit Bids (Bid) prepared in accordance with this RFP and should be submitted as per details given in the Bid Control sheet. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.

All the bids must be uploaded on e-tendering website properly prior to closure of bid submission gateway. Bank will not be responsible for any submission failed due to technical glitch. Bidders are requested to participate in the tender process according to the time schedule mentioned above.

2. Due Diligence

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the RFP document carefully. Bid shall be deemed to have been submitted after careful study and examination of this RFP with full understanding of its implications. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect will be at the Bidder's own risk and may result in rejection of the Bid and for which UCO Bank shall not be held responsible.

3. Tender document and Fee

A complete set of tender documents can be obtained from the following address during office hours on all working days on submission of a written application along with a non-refundable fee of **Rs. 500/- (Rupees Five Hundred Only)** in the form of Demand Draft or Banker's Cheque in favour of UCO Bank, payable at Kolkata.

The tender document may also be downloaded from the Bank's official website www.ucobank.com and e-tendering website <https://www.tenderwizard.com/UCOBANK>. The bidder is required to submit a non-refundable fee of **Rs. 500/- (Rupees Five Hundred Only)** in the form of Demand Draft or Banker's Cheque in favor of UCO Bank, payable at Kolkata, or NEFT at the time of submission of the bid, failing which the bid of the concerned bidder will be rejected.

In case of bidders being an MSME under registration of any scheme of Ministry of MSME, they are exempted from the submission of EMD and the Tender Cost / Fee. A valid certificate in this regard issued by the Ministry of MSME has to be submitted.

The Bank details are as below:

Bank details for Tender Fee	Address for Obtaining printed copy of RFP
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Account Name: "UCO BANK CONTRACTUAL RECRUITMENT PROJECT" Account No: 01900210020081 Bank & Branch: UCO Bank, Kolkata Main Type: Current Account IFSC Code: UCBA0000190	UCO Bank Head office, Human Resource Management 4 th floor, 10 BTM Sarani, Kolkata – 700001 Ph. No.- 033- 4455 7379
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4. Earnest Money Deposit Clause

The Bidder(s) must submit Earnest Money Deposit in the form of Demand Draft or Bank Guarantee valid for a period of 6 (six) months together with a claim period of 30 days in favour of UCO Bank payable at Kolkata for an amount mentioned hereunder:

Particulars of Job to be undertaken	Earnest Money Deposit
RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis	Rs 3,00,000/- (Rupees Three Lacs Only)

Non-submission of Earnest Money Deposit will lead to outright rejection of the offer. The EMD of unsuccessful bidders will be returned without any interest thereon. The EMD of successful bidder(s) will be returned within one month of empanelment of the bidder subject to execution of Service Level Agreement (SLA) and other contract documents.

The Earnest Money Deposit may be forfeited under the following circumstances:

- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails to sign the contract or delay inordinately beyond the acceptable levels.

5. Rejection of the Bid

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person on each page signed and duly stamp.
- It is received through e-mail.

- c. It is received after expiry of the due date and time stipulated for bid submission.
- d. Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids/ deviation of terms & conditions or scope of work/ incorrect information in bid / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP) are liable for rejection by the Bank.
- e. Bidder should comply with all the points mentioned in the RFP. Non-compliance of any point will lead to rejection of the bid.
- f. Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will be a disqualification.
- g. The bidder submits Incomplete Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for proposal (RFP).
- h. Non-submission of Pre-Contract Integrity Pact on Non-Judicial Stamp Paper of requisite value as per format given in **Annexure –M**.

6. Pre-Bid Meeting

The queries for the Pre-bid Meeting should reach us in writing or by email on or before the date mentioned in the Bid Control Sheet by e-mail to hohrd.calcutta@ucobank.co.in. It may be noted that no query from any bidder shall be entertained or received after the above-mentioned date. Queries raised by the prospective bidder and the Bank's response will be hosted at Bank's web site. No individual correspondence will be accepted in this regard.

Only authorized representatives of bidder will be allowed to attend the Pre-bid meeting. Pre-Bid queries raised by the bidder(s) are to be submitted in the format given in **Annexure-L**.

7. Modification and Withdrawal of Bids

No bid can be modified by the bidder subsequent to the closing date and time for submission of bids. In the event of withdrawal of the bid by successful bidder, the EMD will be forfeited by the Bank.

8. 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 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. Contracting party is advised to conduct its own due diligence before submission of bid.

Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisors give any representation or warranty (oral or written), express or implied, as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisors has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the RFP document.

9. Clarification of offer

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. Any decision of UCO Bank in this regard shall be final, conclusive and binding on the bidder.

10. Late Bids

Any bid received by the Bank after the deadline (Date and Time mentioned in Bid Details table / Pre-Bid / subsequent addendum / corrigendum) for submission of bids, will be rejected and / or returned unopened to the bidder.

11. Issue of Corrigendum

At any time prior to the last date of receipt of bids, Bank may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by a Corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP.

12. For Respondent only

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

13. Disclaimer

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

14. MSME bidder

As per recommendations of GOI, Bank has decided to waive off EMD and tender cost for NSIC registered MSME entrepreneurs.

- i. Exemption from submission of EMD and Tender Fee / Cost shall be given to bidders who are Micro, Small & Medium Enterprises (MSME) and registered under provisions of the Policy i.e. registration with District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or

Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME. Bids received without EMD and tender cost from bidders not having valid NSIC registered documents for exemption will not be considered.

- ii. To qualify for EMD & Tender Fee / Cost exemption, firms should necessarily enclose a valid copy of registration certificate which is valid on last date of submission of the tender documents. MSME firms who are in the process of obtaining registration will not be considered for EMD & Tender Fee / Cost exemption. (Traders are excluded who are engaged in trading activity without value addition / branding / packing. In such a case they will have to submit EMD and Tender Cost).
- iii. MSME bidder has to submit a self-declaration accepting that if they are awarded the contract and they fail to sign the contract or to submit a Performance Bank Guarantee before the deadline defined by the Bank, they will be suspended for a period of three years from being eligible to submit bids for contracts with the Bank.
- iv. Bids received without EMD for bidders not having valid NSIC registered documents for exemption will not be considered. Bids received without EMD for bidders not having valid registration documents for exemption will not be considered. However, Performance Bank Guarantee has to be submitted by the bidder under any circumstance.

15. Costs borne by Respondents

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

16. No Legal Relationship

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

17. Cancellation of Tender Process

- a. UCO BANK reserves the right to accept or reject in part or full any or all offers at its sole discretion at any stage without assigning any reason thereof and without any cost or compensation therefor. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidders.
- b. The Bank reserves the right to accept or reject any offer in part or in full, and to cancel the empanelment process and reject all offers at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action.

18. Corrupt and Fraudulent Practices

As per Central Vigilance Commission (CVC) directives, it is required that 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 bidders (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 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, 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.

19. Non-Transferrable Offer

This Request for Proposal (RFP) is not transferable. Only the bidder who has purchased this document in its name or submitted the necessary RFP price (for downloaded RFP) will be eligible for participation in the evaluation process.

20. Address of Communication

Offers / bid should be addressed to the address given in bid control sheet.

21. RFP Validity Period

RFP responses will remain valid and open for evaluation according to their terms for a period of at least 6 months from the date of opening of technical bid. The Bank will make its best effort to complete the process within this period. However, if the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their proposals, under such circumstances, the Bank shall not consider such proposal for further evaluation.

The Bank shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidders for future requirements after expiry of current assignment period. Bank may solicit the Bidder's consent to an extension period of validity in this regard.

22. Confidentiality

The RFP document is provided to the Recipient on the implied understanding that the undertaking of confidentiality asked by the Bank will be adhered to by the Recipient. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. Additionally, "the Recipient" or "the Respondent" may be exposed by virtue of the contracted activities to internal business information of the Bank, its affiliates, and/or business partners.

Disclosure of receipt of any part of the aforementioned information to any third party will result in the disqualification of "the Recipient" or "the Respondent", pre-mature termination of the contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided, is solely for the purpose of undertaking the programme delivery effectively.

23. Errors and Omissions

Each Recipient should notify Bank of any error, omission, or discrepancy found in this RFP document in the form of pre-bid queries within the time as given in control sheet.

24. Acceptance of Terms

A Recipient will, by responding to Bank RFP, be deemed to have accepted the terms as stated in the RFP.

25. RFP Response

If the response to this RFP does not include the information required or is incomplete or submission is through Fax mode or through e-mail, the response to the RFP is liable to be rejected.

All submissions will become the property of Bank. Recipients shall be deemed to license, and grant all rights to, Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right that may subsist in the submission or Banking documents.

26. Notification

Bank will notify the Respondents in writing as soon as possible about the outcome of the RFP evaluation process, including whether the Respondent's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.

27. Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid.

28. Clarifications on and Amendments to RFP document

Prospective bidders may seek clarification on the RFP document by letter/fax/e-mail till the date mentioned in the bid control sheet. Further, at least 7 days' time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) sought from prospective bidders, modify the RFP contents by amendment. Clarification /Amendment, if any, will be notified on Bank's website.

29. Language of Bids

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the Bank shall be in English language only.

30. Authorized Signatory

The bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the bid shall be signed by person who is duly authorized by the Board of Directors / Competent Authority of the bidder or having Power of Attorney.

The selected bidder shall indicate the authorized signatories who can discuss, sign negotiate, correspond and any other required formalities with the bank, with regard to the obligations. The selected bidder shall submit, a certified copy of the resolution of their Board certified by Company Secretary along with Power of Attorney duly stamped, authorizing an official or officials of the company to discuss, sign with the Bank, raise invoice and accept payments and also to correspond.

The bidder shall furnish proof of signature identification for above purposes as required by the Bank.

31. Submission of Bid

UCO Bank will follow two Bid System i.e. Separate Eligibility Bid & Technical Bid. **Eligibility Bid** – containing Eligibility Information, Tender Fee, Earnest Money Deposit in the form of Bank Guarantee OR certificate from Ministry of MSME (wherever required) and Integrity Pact (as per Annexure – M), **Technical Bid** – containing Technical Information,

Eligibility evaluation would be completed first followed by technical evaluation.

To upload a document, bidder needs digital signature with encryption certificate.

The Eligibility and Technical Offers should be complete in all respects and contain all information asked for, in the exact format of eligibility and technical specifications given in the RFP, except prices along with Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre-Contract Integrity Pact on a non-judicial stamp paper of requisite value (**as per Annexure – M**) should be uploaded with the Eligibility / Technical Offer. **Hard copies of Tender Fee, Earnest Money Deposit in the form of Bank Guarantee and the Pre-Contract Integrity Pact on a non-judicial stamp paper of requisite value should be forwarded to the Bank at address mentioned in Bid control sheet.** The Eligibility and Technical offers must not contain any price information. UCO BANK, at its sole discretion, may not evaluate Eligibility or Technical Offer in case of non-submission or partial submission of eligibility or technical details. Any decision of UCO BANK in this regard shall be final, conclusive and binding upon the bidder. The Technical bid should have **documentary proof in support of Eligibility Criteria and Annexures.**

The entire RFP, Pre-bid responses along with all the Addenda and Corrigenda should be stamped & signed by the authorized signatory of the participating Bidder and to be uploaded on e-tendering portal to the Bank with all other documents as part of the Eligibility bid.

All pages and documents in individual bids should be numbered as page no. – (Current Page No.) of page no – (Total Page No.) and should contain tender reference no. and Bank 's Name.

Note:

- a. The Technical bid should be complete in all respects and contain all information asked for, except prices. The documentary proof in support of all Eligibility Criteria should be submitted along with Eligibility Bid.
- b. One Separate envelope containing Tender Fee, Bid Security Declaration and Pre-Contract Integrity Pact should invariably be placed in Eligibility Bid envelope.
- a. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- b. Canvassing of any kind or Bid submitted with false information will be a disqualification.
- c. Further, subsequent to the orders being placed, the Bidder shall pass on to Bank all fiscal benefits arising out of reductions in Government levies /taxes.
- d. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves the right to accept or reject any bid.
- e. Printed literature (for specific product and version numbers) describing configuration and functionality should be provided to the Bank for the products

proposed to be supplied for the project. It should be noted that the product proposed will have to be supplied with all the software updates/fixes, if any, and associated documents. The bidder shall not quote for the products, whose End of sale/ End of Support/End of License has been declared by the OEM.

- f. The Bank reserves the right to resort to re-tendering without providing any reason whatsoever. The Bank shall not incur any liability on account of such rejection.
- g. Bids once submitted shall not be returned to the Bidder in future. The selected bidder must adhere to the terms of this RFP document.

32. Adoption of Integrity Pact

UCO Bank has adopted practice of Integrity Pact (IP) as per CVC guidelines. The Integrity Pact essentially envisages an agreement between the prospective vendors / bidders / sellers, who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. In case of bids for the purchase of Goods, Services, and Consultancy etc. not accompanied with signed IP by the bidders along with the technical bid, the offers shall be summarily rejected. The essential ingredients of the Pact include:

- i. Promise on the part of the principal not to seek or accept any benefit, which is not legally available.
- ii. Principal to treat all bidders with equity and reason
- iii. Promise on the part of bidders not to offer any benefit to the employees of the Principal not available legally
- iv. Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- v. Bidders not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.
- vi. Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- vii. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. IP shall cover all phases of contract i.e. from the stage of Notice Inviting Tenders (NIT)/Request for Proposals (RFP) till the conclusion of the contract i.e. final payment or the duration of warranty/guarantee. Format of IP is attached as **Annexure – M** for strict compliance.

The following Independent External Monitors (IEMs) have been appointed by UCO Bank, who will review independently and objectively, whether and to what extent parties have complied with their obligation under the pact.

a) Dr. Rajan S Katoch
A-91, Alkapuri
Bhopal- 462022, MP
e-mail: rkatoch@nic.in

b) Shri Hare Krushna Dash
House.No.829, Sector-8
Gandhinagar- 382007, Gujarat
e-mail: hkdash184@hotmail.com

All pages of Integrity Pact (IP) must be signed and stamped Integrity Pact (IP) should be deposited with HRM Department undertaken procurement at the address mentioned along with RFP document.

33. Other Terms and Conditions

- a. **Cost of preparation and submission of bid document:** The bidder shall bear all costs for the preparation and submission of the bid. UCO Bank shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.
- b. The Bank reserves the right to modify any terms, conditions and specifications of this request for submission of offer and to obtain revised bids from the bidders with regard to such changes. The Bank reserves its right to negotiate with any or all bidders. The Bank reserves the right to accept any bid in whole or in part.
- c. The Bank reserves the right to reject any or all offers based on its own evaluation of the offers received, or on the basis of stability, capabilities, track records, reputation among users and other similar features of a bidder. When the Bank makes any such rejection, the Bank will not be bound to give any reason and/or justification in this regard to the bidder. The Bank further reserves the right to reject any or all offers or cancel the whole tendering process due to change in its business requirement.
- d. **Response of the Bid:** The Bidder should comply all the terms and conditions of RFP.
- e. The bidder is solely responsible for any legal obligation related to licenses during contract period for the solution proposed and Bidder shall give indemnity to that effect.
- f. UCO Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. UCO Bank has the right to re-issue tender/bid. UCO Bank reserves the right to make any changes in the terms and conditions of purchase that will be informed to all bidders. UCO Bank will not be obliged to meet and have discussions with any bidder, and / or to listen to any representations once their offer/bid is rejected. Any decision of UCO Bank in this regard shall be final, conclusive and binding upon the bidder.

Part –III: Bid Opening and Evaluation Criteria

Stages of Evaluation

There would be two (2) stages for evaluation process.

The Stages are:

- I) Eligibility Criteria Evaluation
- II) Technical Evaluation

The proposals will be evaluated in two stages. In the first stage, i.e., Eligibility Evaluation and in the second stage Technical Evaluation, the bidders will be shortlisted, based on their responses. During the period of evaluation, bidders may be asked to provide more details and explanations about information provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter / e-mail seeking clarification / explanation.

1. Eligibility Evaluation:

The Eligibility would be evaluated first for the participating bidders. The bidders, who would qualify all Eligibility Criteria as mentioned in **Part-1, Clause 4**, will be shortlisted for the Technical bid evaluation.

2. Technical Evaluation:

Bidders, who fulfill the eligibility criteria conditions related to bidder's financial stability and experience fully as mentioned in **Part – 1, Clause no.4**, their bids only will be taken up for further evaluation/selection process rejecting the remaining bids.

The evaluation/selection process will be done with technical competence aspects as detailed here below. A **maximum of 100 marks** will be allocated for the technical bid. The evaluation of technical capabilities of the bidders of this RFP will be completed as per the following guidelines. The technical proposals only will be subjected for evaluation at this stage. The bidders scoring less than **75 marks (cut-off score)** out of 100 marks in the technical evaluation shall not be considered for **further evaluation process and will not be considered as technically qualified**. Once the evaluation of technical proposals is completed, the bidders who score more than the prescribed cut-off score will only be short listed.

In case, none of the participating bidders qualify on technical criteria and reach or exceed the cut-off score of 75, then the Bank, at its sole discretion, may relax the cut-off score to a lower value, which, in any case, should not fall below 60. In case at least 2 participants are not found with score 60 or above but below 75, the instant process would be cancelled and Bank reserves the right to go in for retendering process.

The table below highlights the parameters under the technical criteria and scoring methodology

Sl. No.	Criteria	Score	Max. Marks	Indicative Criteria / Remarks
1	Experience as on date of RFP issuance of providing recruitment services in BFSI /Govt./ PSBs/ PSU/ Large organizations, having minimum 10,000 employee and/or turnover of Rs. 500 Crore and above in India. Note: Marks will be provided for completed projects only			Assessed through the engagement letter/ work order/ letter of award along with Project Completion Certificate (Annexure-R) with relevant details for each assignment furnished by the bidder.
	a) More than 10 years	20	20	
	b) More than 05 years and up to 10 years	15		
c) More than 3 years and up to 5 Years	10			
2	Number of organizations in which recruitment services provided as on 31.01.2024 in BFSI/ Govt./ PSBs/ PSU/ Large organization, having minimum 10,000 employee and/or turnover of Rs. 500 Crore and above in India. Note: Marks will be provided for completed projects only			A copy of engagement letter/ work order/ letter of award along with Project Completion Certificate (Annexure-R) with relevant details for each assignment to be furnished by the bidder.
	a) more than 5 organizations	20	20	
b) up to 5 organizations	10			
3	Experience of the applicant in the line of business of providing end-to-end recruitment services in any of the Senior Management Positions / Board level Positions in India in the BFSI Sector as on 31.01.2024. Note: Marks will be provided for completed projects only			A copy of engagement letter/ work order/ letter of award along with Project Completion Certificate (Annexure-R) with relevant details for each assignment to be furnished by the bidder.
	a) for more than 5 organizations	15		

	b) for more than 3 and up to 5 organizations	10	15	
	c) up to 3 organizations	5		
4	Experience of the applicant in the line of business of providing end-to-end recruitment services in any of the Junior / Middle Management level Positions in India in the BFSI Sector as on 31.01.2024. Note: Marks will be provided for completed projects only			A copy of engagement letter/ work order/ letter of award along with Project Completion Certificate (Annexure-R) with relevant details for each assignment to be furnished by the bidder.
	a) for more than 5 organizations	15	15	
	b) for more than 3 and up to 5 organizations	10		
	c) up to 3 organizations	5		
5	Quality of projects and relevance to current project scope and understanding of Bank's context. Timely execution and feedback from the clients on implementation. Feedback from clients on meeting expectations in terms of delivering on outcomes and meeting timelines.	2 mark per positive reference per project	10	Assessed through client references. Bank may also undertake visit to the referred clients for assessment. Positive client reference certificate to be submitted with bid documents.
6	Profile of key personnel proposed to be provided to UCO Bank with relevant educational background (<i>preferably MBA in HR/ Personnel Management</i>) from premiere B school like IIMs, XLRI, FMS etc Tier I colleges in India or abroad with relevant experience in HR Recruitment Consultancy.			
	a) More than 50% of provided staff strength is from premier B schools and having experience of 5 Years in HR	10	10	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head (Annexure Q)
	b) From 30% to 50% of provided staff strength is from premier B schools	7		
	c) Less than 30 % of provided staff strength is from premier B schools	4		
	If None of the resource provided is	0		

	from premier B schools.			
7	Experience of key personnel of the team proposed to be provided with relevant Experience in Recruitment of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis in Banks/FIs.			
	a) Experience of 7 years & above in consultancy	10	10	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head (Annexure Q)
	b) Experience of 5 years and above and upto 7 years in consultancy	5		
	c) Experience of 2 years and above and upto 5 years in consultancy	3		
d) Experience of less than 2 years	1			
	TOTAL	100	100	

Note:

1. The term "Bank" implies to UCO Bank.
2. Public sector and commercial banks mean public sector and commercial Banks in India only.
3. The Service Provider is required to provide documentary evidence for each of the above criteria and the same would be required on the client's Letter Head /Letter of engagement/agreement to the satisfaction of the Bank.

At the sole discretion and determination of Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

Non-compliance of any point in scope of work and technical requirements will lead to rejection from the further bidding process.

3. Commercial Evaluation

The commercial quotes are not required to be submitted at the time of Technical proposal submission by the Applicants. However, commercial quotations will be invited by the Bank only from the empaneled HR Consultant/s during the contract period based on Bank's requirements in hiring resources and the HR Consultant quoting the lowest bid will be awarded the said recruitment project. When called for, the commercial quotes should invariably be in Indian Rupee (INR). However, Bank may use commercial or Techno Commercial Criteria for awarding the contract.

4. Normalization of bids:

The Bank has discretion to go through a process of Eligibility evaluation followed by the technical evaluation and normalization of the bids to the extent possible to ensure that eligible bidders are more or less on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the price bids; the Bank may at its discretion ask all the eligible bidders to re-submit the technical once again for scrutiny.

The resubmissions can be requested by the Bank in the following two manners:

- Incremental bid submission in part of the requested clarification by the Bank.
- Revised submissions of the entire bid in the whole.

The Bank can repeat this normalization process at every stage of bid submission or till the Bank is satisfied. The eligible bidder/s have to agree that they have no reservation or objection to the normalization process and all the technically short listed bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The shortlisted bidder/s, by submitting the response to this RFP, agrees to the process and conditions of the normalization process.



Part-IV: Scope of Work

BROAD SCOPE OF WORK AND KEY DELIVERABLES FOR CONSULTANT(S)

UCO Bank seeks to select a competent Firm(s) for facilitating recruitment of Specialist/ Domain Experts at Junior, Middle and Senior Management Positions on contractual Basis in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

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 Empaneled Applicant will be required to facilitate engagement of Specialized Officers/ Executives/ Domain Experts in Junior/Senior Management Positions in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

The Empaneled Consultant(s) shall be required to undertake to perform all such tasks, render all such services as may be required for the successful completion of the assignment/work order

The Scope of work shall include preparation of detailed job specification in coordination with Bank for various positions which Bank intends to hire, undertake compensation survey and finalize the compensation structure in consultation with Bank, preparation of advertisement for filling positions identified by the Bank and facilitation of floating advertisement in all popular channels such as print media, electronic media, social media platforms and also through our Bank's Website by giving detailed required Qualification/ Work Experience/ Terms of engagement etc..

Empaneled Consultant(s) shall identify suitable candidates based on their experience, skill sets, academic qualification for certain critical positions specified by the Bank, coordinating with them for their participation.

The Consultant(s) shall also respond to relevant queries from applicants post which suitable candidates shall be short listed based on their experience, skill sets and academic qualification for positions identified by the Bank.

Screening of candidates & conducting interview by the Selection Committee constituted by Bank shall also be facilitated by the HR Consultant(s).

In case the newly appointed candidate selected during the process, decides to resign from the position within 6 month of Joining the Bank or is asked to leave the organization within 6 months due to performance issues, the selected Consultant(s) will carry out the search for replacement without any additional fees to the Bank, however the actual expenses incurred for the replacement search may be paid by the Bank.

Detailed Scope of Work

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

- Designing suitable Job Specification with thorough understanding of the Job Descriptions in coordination with Bank for vacant positions as assigned to consultant,
- Advising Bank about the selection criteria to be adopted for selection of identified vacancies,
- Analyzing the market for compensation paid to peers in other organizations and finalizing the compensation structure in consultation with Bank,
- Advising Bank in finalizing the compensation structure as market standard with the help of market research, data analytics and other competency matching tools.
- Designing suitable recruitment advertisement targeted at the desired applicants and assisting Bank in advertising the vacancies through popular channels in leading print and digital media according to Bank's requirements,
- Responding to the relevant queries from applicants, over phone/email, before the closing date in coordination with Bank,
- Coordination with the suitable candidates based on their qualifications and experience, for participation in the recruitment process,
- Compiling the list of applicants clearly mentioning about their eligibility or otherwise and taking appropriate corrective actions, if necessary, within the stipulated period and preparing the list of eligible candidates,
- Processing of the applications received and providing all the applications (soft and hard copies) to the Bank.
- Shortlisting and screening of suitable candidates based on their experience, skill sets, academic qualifications etc. in consultation with the Bank for the positions specified by the Bank, coordinating with them for their participation,
- Carry out the process of issuance of call letters for any test/interview after approval from Bank, and ensuring complete coordination with the shortlisted candidates,
- Devising and conducting various selection processes including Psychometric/ Integrity Test (if required) or any other test to judge the competency of the candidates, in consultation with Bank.
- Preparing assessment reports of various psychometric tests/cognitive tests and any other test conducted by bank in selection process.

- Scheduling of shortlisted candidates for interview as per date and time as decided by the Bank.
- Facilitating the conduct of interview by the Selection Committee constituted by the Bank,
- Performing 360-degree reference check and educational qualification/ certification verification on the final candidates,
- Co-ordinating with the selected candidates for documents as required by the Bank
- Continuous co-ordination with the candidate to ensure their joining on the agreed date
- Handling and preparing answers for any recruitment related queries received under RTI act as per the rules and regulations of Government guidelines and decision/ of India and/or decision/ruling of various judicial bodies, in consultation with Bank,
- Performing suitable background verification, caste verification (wherever applicable), credit check, credit history and police verification of each shortlisted candidate. The Consultant(s) 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.
- Informing us of any deviation noticed about candidate in any part of offer or onboarding
- Any other Recruitment support as required by Bank during any part of the above recruitment process.
- All statutory guidelines and applicable Labour laws in practice to be strictly adhered to.
- If the recruitment process leads to litigation due to the shortcomings/ mala fide intention at the end of the consultant, Consultant will be solely liable and shall indemnify the Bank and keep the Bank harmless.

Part-V

1. Duration of the Consultant(s)

Post the evaluation process, the successful applicants will be empaneled/selected for a period of 3 years during which Bank may, at its discretion, issue a work order with the Empaneled/Selected Applicant/s for recruitment of Specialist/Domain Experts at Junior, Middle and Senior management positions on contractual basis in the Bank.

2. Data Protection

Bidder's will process Bank's Data as well as the personal data of applicants on Bank's behalf as part of the services. During the performance of its obligations under the Contract, the Consultant Bidder shall ensure absolute adherence to the provisions of Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 as and when notified and will comply with all applicable privacy and data protection provisions and applicable Laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Any Web portal used by the bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

3. Non-Exhaustive Clause

The above Scope of work for different functions is not exhaustive and may contain the functions as required by the bank as communicated from time to time during the course of the contract. Without prejudice to the generality of the foregoing, the Bidder will be responsible for designing, guiding and ensuring the implementation of all aspects required for successful completion of the recruitment which would follow all norms as prescribed by the Government and RBI's regulatory framework including planning all aspects, program management of implementation of the same. Consultant(s) need to ensure compliance to regulations of RBI/Bank/Govt. guidelines on recruitment.

4. Performance Bank Guarantee

The selected Bidder out of empaneled HR Consultant(s), who shall be awarded work order, be required to furnish an unconditional and irrevocable Performance Bank Guarantee equal to 10% of the work order amount to the bank issued by any scheduled commercial bank (other than UCO Bank) toward due performance of the work order. The Performance Bank Guarantee shall be valid for a period of three (3) months beyond the contract period. The Claim Period of the same will be of three months after the expiry of Bank Guarantee.

The amount of Performance Bank Guarantee will be 10% of the total work order plus GST at the applicable rate.

The Performance Bank Guarantee shall act as a security deposit either in case the selected Bidder is unable to commence the project within the stipulated time or the commencement of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected Bidder is not able to fulfill any and/or all conditions specified in the document or is unable to complete the project within the stipulated time.

The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

5. Single Point of Contact

The selected bidder shall appoint a single point of contact, with whom Bank will deal, for any activity pertaining to the requirements of this RFP.

6. Preliminary Scrutiny

UCO Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether all the necessary information supported by documentary evidences are submitted as per prescribed method. Offers not meeting the prescribed guidelines and or with incorrect information or not supported by documentary evidence, wherever called for, would summarily be rejected. However, UCO Bank, at its sole discretion, may waive any minor non-conformity or any minor irregularity in an offer. UCO Bank reserves the right for such waivers and this shall be binding on all vendors.

7. Taxes

- a.** Bidder shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement. The Bank may in its discretion, but without being bound to do so, make payment of Taxes, duties as aforesaid and in the event of such payment, Bank shall be entitled to deduct the payment so made from the payment due to Bidder in respect of Bills.
- b.** The Bank shall not be liable nor responsible for collection and / or payment of any such taxes, duties, fines, penalties etc., by whatever name called, that are due and payable by bidder, under the local, state and/ or central laws, rules and /or regulations as may be prevalent and as amended from time to time.
- c.** Nothing contained herein shall prevent the Bank from deducting taxes deductible at source as required by any law/s or regulation/s. Bidder shall be responsible to report any non-receipt of certificate of taxes deducted at source within ninety (90) days of deduction of such taxes at source by the Bank to bidder. The Bank will not issue any duplicate certificate for deduction of taxes at

source unless such request is made within ninety (90) days of the closure of the financial year.

- d. Bidder shall co-operate fully in the defense of any claim/s by any local, state or union authorities against the Bank with respect to any taxes and/or duties due and payable by bidder and /or individuals assigned by bidder under this agreement. Without limiting the generality of the foregoing bidder shall upon request by The Bank, give to The Bank all documents, evidences in a form satisfactory to The Bank to defend such claim/s. Any claims filed against The Bank, the cost to be borne by the selected bidder.

8. Confidentiality and Secrecy

- a. Except as required by law, the parties shall ensure that all the confidential information business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.
- b. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formula, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank's customers including but no limiting to financial statements, contact information, credit information, etc. shall be deemed confidential whether marked confidential or not.

Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

- c. Consultant agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities or persons, with whom Bank is presently or in future may enter into business, as may be obtained by Consultant or may be developed as a result of this Agreement or of Bank's employees and the applicants applying for senior position as contemplated under this RFP/Agreement. Consultant agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Consultant's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Consultant shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.
- d. The Consultant agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Consultant shall use reasonable efforts to advise the Bank immediately in the event Consultant learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
- e. That if the Consultant hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Consultant is bound to maintain the confidentiality.
- f. Even if a Consultant's employee leaves the job or his services are terminated/expires, the Consultant shall ensure that he does not share any confidential information of the Bank with third parties nor uses such information to derive unauthorised profits out of it. Consultant shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

- g. Bank acknowledges that it considers the Consultant related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Consultant's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Consultant or any other person it reasonably believes to be authorised by Consultant to receive such information, to whom it shall be disclosed only for purposes specifically related to Consultant's permitted use of the Products/as necessary for the purposes of this agreement.
- h. An Information shall not be considered confidential to the extent and only to the extent, such information is:
- I. already known to the receiving party free of any restriction at the time it is obtained from the other party;
 - II. subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
 - III. is or becomes publicly available through no wrongful act of the other party;
 - IV. is independently developed by one party without reference to any Confidential information of the other;
 - V. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.
- i. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
- j. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Consultant as the case may be.

9. Compliance with Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank that it complies with all Central, State, Municipal laws and local laws and rules and regulations 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 for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect Bank and its 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.

Further the selected Bidder shall undertake to observe, adhere to, abide by, comply with all applicable Statutes/Legislations pertaining all the its officers/staff/personnel/representatives/agents deployed by them for the scope of work (stipulated in the Request for Proposal/Quotation) but not limited to the Minimum Wages Act, Employees Provident Fund Act, Labour Laws, ESIC Facility Standard &

Rules/Regulations/Guidelines issued by the Government/ Reserve Bank of India or any other Authority, as applicable.

The selected Bidder shall undertake to promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation / Guidelines and shall keep the same valid and in force during the term/tenure 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 Bank will give notice of any such claim or demand of liability within a reasonable time to the selected Bidder.

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

10. Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the Vendor or the Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance, such as:

Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics/pandemic,

Situations, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Terrorist attacks, public unrest in work area,

The Vendor/sub-contractor shall not be held liable for forfeiture of its performance security, liquidated damages or termination of contract for default, if and to the extent that its delay in performance or other failure to perform its obligations under the said Agreement/Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, the Vendor/sub-contractor shall promptly notify UCO Bank in writing of such conditions and the cause thereof within a period of fifteen (15) calendar days.

Unless otherwise directed by UCO Bank in writing, the Vendor shall continue to perform its obligations under the said Agreement/Contract, as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by any Force Majeure event. In such a case, the time for performance shall be extended by the Bank for a period(s) not less than the duration of such delay.

If the duration of delay continues beyond a period of one month, UCO Bank and the Vendor shall hold consultations with each other to make an endeavor to find a solution to the problem. Notwithstanding the above, the decision of UCO Bank shall be final and binding upon the Vendor.

11. Completeness of the Project

The project will be deemed as incomplete if the desired objectives of the project as mentioned in Section "Scope of Work" of this document are not achieved.

12. Order Cancellation

The Empanelment and/or any Agreement pursuant to this RFP shall be deemed to have been terminated by UCO Bank 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 become the subject of a court order for its winding up.

Further, the UCO Bank reserves the right to cancel the Work Order of the empaneled Applicant and recover expenditure incurred by the Bank in the event of any of the defaults occur and the same is not rectified within 10 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:

- The empaneled Applicant commits a breach of any of the terms and conditions of the Work Order/Contract/RFP.
- The progress regarding execution of the Order, accepted by the empaneled Applicant is found to be unsatisfactory.
- 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 empaneled 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 empaneled 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, at any time, terminate or exit from the agreement for all/some specific services by giving written notice of 90 days to the selected

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. The Bank's decision in this regard, shall be final conclusive and binding upon the selected Applicants.

13. Indemnity

In consideration of the Bank having agreed to accept our offer in terms of Request for Proposal No. dated _____, We the Vendor herein doth hereby agree and undertake that we shall indemnify and keep indemnified the Bank including its respective Directors, Officers and Employees, from and against any claims, demands, actions, proceedings, damages, recoveries, judgements, costs, charges liabilities, losses arising out of all kinds of accidents, destruction, deliberate or otherwise, violation of applicable laws, regulations, guidelines and/or environmental damages, if any, during the contract period or expenses of any nature and kind whatsoever and by whomsoever made in respect of the said Contract and any damage caused from and against all suits and other actions that maybe instituted or preferred against the Bank or which the Bank may have to bear, pay or suffer directly or indirectly due to omission or commission of any act on our part and/or on the part of our employees, representatives, agents and/or associates, sub-contractors in performance of the obligations enumerated under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement dated _____;

We the Vendor further irrevocably and unconditionally agree and undertake to hold the Bank harmless, indemnify and keep the Bank indemnified from any of its following acts and deeds, irrespective of the value, genuineness or enforceability of the aforesaid Contract/Agreement or insolvency, bankruptcy, reorganisation, dissolution, liquidation or change in ownership of UCO Bank or us or any other circumstance whatsoever which might otherwise constitute a discharge of the Vendor:

a) material breach of any of the terms of the RFP/ SLA or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

b) infringement of any intellectual property right, patents, trademarks, copyrights or breach of confidentiality obligations etc., including any claims of infringement of any third-party copyright, patents or other intellectual property and/or any third-party claims on the Bank for malfunctioning of the equipment, software or deliverables or usage of any license, or such other statutory infringement in respect of all components provided to fulfil the scope of work under these presents and/or Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

c) for any loss or damages caused to the Bank's premises or property, loss of reputation & loss of life etc., solely attributable due to the acts of the Vendor/Vendor's employees, representatives, agents and/or associates;

d) non-compliance of the Vendor with the applicable laws and/or statutory obligations, if any, in performing its duties as a service provider under the said Request for Proposal and Service Level Agreement/Contract/Master Service Level Agreement;

e) Negligence or gross misconduct attributable to the Vendor, its employees, representatives, agents and/or associates or any liabilities which pose significant risk;

We shall not enter into any settlement, compromise or make any statement (including failure to take appropriate steps) that may be detrimental to the rights, interest and reputation of the Bank (and/or its customers, users and service providers).

All indemnities shall survive notwithstanding the expiry or termination of Service Level Agreement/Contract/Master Service Level Agreement and we shall continue to be liable under the indemnities.

Any notice, request or other communication to be given or made under this indemnity shall be in writing addressed to either Party at the address stated in the aforesaid Agreement/Contract.

We hereby declare that this Indemnity is in addition to the Liquidated Damages as provided in these presents.

14. 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. The Bidder shall not make or allow making a public announcement or media release about any aspect of the Contract unless The Bank first gives the Bidder its prior written consent.

15. Non- Solicitation

Both the Parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this Agreement/Contract during the period of the Agreement/Contract and one year thereafter, except as the Parties may agree on a case-by-case basis. The Parties agree that for the period of the Agreement/Contract and one year thereafter, neither Party will cause or permit any of its directors or employees who have knowledge of the said Agreement/Contract to directly or indirectly solicit for employment as the key personnel working on the project contemplated in this Agreement/Contract except with the written consent of the other Party. The above restriction would not apply to either Party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other Party (ii) respond to any public advertisement placed by either Party or its

affiliates in a publication of general circulation or (iii) has been terminated by a Party prior to the commencement of employment discussions with the other Party.

16. Privacy and Security Safeguards

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

17. Notices

Any notice or other communication given or required to be given pursuant to this Agreement/Contract must be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier, at the following address:

To: (Details of Bank)



To: (Details of Vendor)

All the notice(s) and other communication(s) required or permitted under this Agreement/Contract that are sent to the addresses, as provided above, shall be construed as received -

(a) if delivered personally or by courier, be deemed with acknowledgement thereof upon delivery;

(b) if delivered by fax transmission, be deemed given when electronically confirmed by the recipient Party; and

(c) if sent by registered mail, be deemed days after the same has been sent.

In the event any of the Parties change their address, for the purpose of Notice(s), then the other Party should be intimated with the new address for future purposes.

18. Execution of a Service-Level Agreement/Non-Disclosure Agreement

The successful Applicant shall execute (a) a Service Level Agreement (SLA) 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 Empanelment. The Empanelment Agreement/ Work Order shall be executed by the authorized signatory of the successful Applicant.

19. Termination

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

- I. 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.
- II. 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.
- III. 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 empaneled 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.
- IV. 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.
- V. The termination of empanelment 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.
- VI. Bank may terminate the Agreement in full or in parts by giving a written notice of 90 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.
- VII. The Bank reserves the right to recover any dues payable to the selected bidder from any amount outstanding to the credit of or payable to the such bidder, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.
- VIII. In case of termination due to reasons attributable to the Consultant as decided by the Bank, Bank reserves the right to allot the remaining work to another Consultant of its choice on such terms and conditions as it may deem fit. Any additional financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Selected bidder.

20. Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, (whether consequent to the stipulated term of the Contract or otherwise), UCO 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 Vendor 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 Vendor to take over the obligations of the erstwhile Vendor in relation to the execution / continued execution of the scope of the Contract.

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

Nothing herein shall restrict the right of UCO 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 may be available to UCO Bank under law or otherwise.

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

21. Verification

UCO Bank reserves the right to verify any or all statements made by the vendor in the Bid document and to inspect the vendor's facilities, if necessary, to establish to its satisfaction about the vendor's capacity to perform the job.

22. Dispute Resolution Mechanism

- a.** The Bidder and The Bank shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:
 - i.** The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
 - ii.** The matter will be referred for negotiation between Assistant General Manager of The Bank / Purchaser and the Authorised Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- b.** In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Kolkata and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

- c. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- d. The arbitrators shall hold their sittings at Kolkata. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at Kolkata alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement even though other Courts in India may also have similar jurisdictions. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- e. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

23. Applicable Law and Jurisdiction of Court

The Contract with the Selected bidder shall be governed in accordance with the Laws of India for the time being enforced and will be subject to the exclusive jurisdiction of Courts at Kolkata (with the exclusion of all other Courts).

24. Limitation of Liability

- i. For breach of any obligation mentioned in this document, subject to point no. iii, in no event selected bidder shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total project cost/contract value.
- ii. Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss cause.
- iii. The limitations set forth in point no. 1 shall not apply with respect to:
 - a) Claims that are the subject of indemnification pursuant to Intellectual Property Rights and Ownership.
 - b) Damages occasioned by the gross negligence or willful misconduct of Service Provider.
 - c) Damages occasioned by Service Provider for breach of confidentiality obligations.
 - d) Regulatory or statutory fines imposed by the Government or Regulatory agency or non-compliance of statutory or regulatory guidelines applicable to the project.

“Gross Negligence” means an indifference to, and/or a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

25. Amendment(s) In the Contract / Service Level Agreement

There shall be no variation(s) in or modification(s) in the terms of the Contract/ Service Level Agreement save and except by a written mutual consent signed by both the Parties i.e. the Bank and Vendor. Bank shall have the discretion/liberty to give effect to any amendment, modification etc. in the Contract/Service Level Agreement, if so required by Bank, sequel to any amendment(s)/ modification(s) etc. in the applicable Laws/Statutes including but not limited to amendment(s)/ modification(s) etc. in the existing Guidelines/ Instructions issued/to be issued by any Regulatory Authority.

26. Blacklisting

Grounds for Disqualification & Blacklisting

(A) Notwithstanding anything contained in this document, any Bidder/selected Vendor shall be disqualified when –

- i. any Bidder who have been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority as on date of the publication of this Tender/Procurement;
- ii. any bidder whose Contract/Agreement with any Bank/Financial Institution/Central Government/State Government/any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory/Statutory Authority has been terminated before the expiry of the Contract/Agreement for breach of any terms and conditions at any point of time during the last five years;
- iii. any Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by any Bank / Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory/Statutory Authority, during the last five years, for breach of any terms and conditions.

(B) Further disqualification can be imposed by the Bank in accordance with the procedures established, which may include but not limited to the following

grounds, either at the stage of Competitive Bidding or at the stage of implementation of the Contract:

Commission of any act of:

- i)** submission of a bid, proposal or any other document that is known or should be known by the Bidder to be false, misleading or non- meritorious or to contain false information or concealment of information which will influence the outcome of the eligibility screening/selection process;
- ii)** any documented unsolicited attempt by the Bidder to unduly influence the decision-making process of the Bank while determining the eligibility screening/selection process in favour of the Bidder;
- iii)** unauthorized use of one's name or using the name of another for purpose of bidding;
- iv)** breach of the terms of a public contract by a willful or material failure to perform in accordance with the terms thereof;
- v)** withdrawal of a bid, or refusal to accept an award, or enter into contract with any Bank/Financial Institution/Central Government/State Government/ any Central or State Undertaking or Corporation/Reserve Bank of India or any other Regulatory Authority without any justifiable cause, after the Bidder had been adjudged as having submitted the lowest calculated Responsive Bid or highest rated Responsive Bid;
- vi)** refusal or failure to furnish the required performance security within the prescribed time frame;
- vii)** refusal to clarify or validate the Bid submitted, in writing, within a period of seven (7) calendar days from receipt of the request for clarification if sought by the Bank;
- viii)** that may tend to defeat the purpose of the competitive bidding, such as but not limited to; an eligible Bidder not purchasing the bid documents or not complying with the requirements during the evaluation of bid or habitually withdrawing from bidding or submitting letter of non-participation for at least three (3) times within a year, except for valid reasons;
- ix)** lack of integrity or honesty or fraud, bribery, collusion or conspiracy;
- x)** failure by the Bidder/Vendor, due to solely his fault or negligence, to mobilize and commence the work or perform within the specified time period, as specified in the Tender Document, including but not limited to the Request for Proposal/ Request for Quotation/ Agreement/Letter of Intention/Purchase Order etc.,;
- xi)** failure by the Bidder/Vendor to fully and faithfully comply with its contractual obligations without valid cause, or failure to comply with any written lawful

instruction of the Bank or its representative(s) pursuant to the implementation of the Contract, which may include but not limited to the following:

- a. Employment of competent technical personal, competent engineers and/or work supervisors;
 - b. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - c. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - d. Deployment of committed equipment, facilities, support staff and manpower; and
 - e. Renewal of effectively date of the performance security after its expiry during the tenure of the Contract.
- xii)** assignment and subcontracting the Contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Bank;
- xiii)** for the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, as may be provided in the contract;
- xiv)** for the procurement of consulting services, poor performance by the consultant of his services arising from his fault or negligence. The poor performance of the Consultant can include and may not be limited to defective design resulting in substantial corrective works in design and/or construction, failure to deliver critical outputs due to consultant's fault or negligence, specifying materials which are inappropriate, substandard, or way above acceptable standards, allowing defective workmanship or works by the contractor being supervised by the consultant etc.
- xv)** for the procurement of infrastructure projects, poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as per the existing performance monitoring system of the Bank shall be applied, quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence, willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.
- (C)** Any parameters described, *supra*, attributable to any Partner/Director shall be construed as disqualification for the Firm/Company, as the case may be.
- (D)** The Bank will have the discretion to disqualify the Bidder/Vendor and/or initiate the process for blacklisting the Bidder/Vendor and may also entail forfeiture of performance security furnished by the Bidder/Vendor. “

27. Sub-Contracting

Subcontracting is prohibited. However, due to some unavoidable circumstances Successful Bidder may associate a part of work only, with explicit consent of Bank, subject to the condition that only part of the activity for which bidder does not have

capability may be taken with the help of an associate. The successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case sub-contracting is permitted by the Bank, the bidder/consultant will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations and the Consultant shall continue to be liable for the performance of Agreement or any liability that may arise therefrom. The contracting Consultant is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP/Agreement. Bank shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on Bank. The successful bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanour of civil and criminal nature.

28. Non-Exclusivity

It is expressly agreed by the successful bidder that the contract shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more agency (ies) to provide services concurrently during the currency of this contract for different positions. However, if the Job is assigned to one bidder, the same job will not be assigned to other bidder up to 3 months' period and Bank can extend this period by another 3 months, if the successful bidder failed to perform the assigned job during this period. Bank may assign the contract to another bidder if the successful bidder is unable to complete the work order within the agreed time.

29. 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.

30. 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, valid through the term of this RFP.

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.

If the Empanelled Applicant fails to complete the due performance in accordance with 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. 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 subject to Clause 10 (force majeure clause).

- The Bidder shall perform its obligations under the agreement entered into with the Bank, consequent to this RFP, in a professional manner.
- If any act or failure by the Bidder under such agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property
- If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right to cancel the order.

31. Audit/ Inspection for Reports

The Bank reserves the right to conduct an audit/ on-going 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 services offered to the Bank.

32. Independent Service Provider

a. The Vendor and/or its employees, agents and representatives shall perform all services hereunder as an Independent Service Provider on a non-exclusive basis and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or, master and servant or, employer and employee between the parties hereto or any affiliates or subsidiaries thereof or, to provide either party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Party. The Vendor acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the UCO Bank or any subsidiary or affiliate thereof.

b. The Vendor's personnel, employees, sub-contractors of the Vendor etc., have no authority/right to bind the customer in any manner. It is also clarified that the personnel or employees being provided by the Vendor shall be employed solely by the Vendor and governed by terms of the Vendor's employment and the Vendor shall be solely responsible and liable in the event of any adverse claim of whatsoever nature made on the UCO Bank by the employees/sub-contractor of the Vendor. The Vendor shall be responsible for managing the activities of the personnel or the personnel of its subcontractors/franchisees and will be accountable for both.

c. The Vendor shall be vicariously liable for any acts, deeds or things done by the employees, agents, contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. The Vendor shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by the Vendor at UCO Bank establishments / sites and shall be vicariously liable for all the acts, deeds or things, whether the same is within the scope of power or outside the scope of power, vested under this Agreement/Contract.

d. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. of the Vendor, for any assignment under this Agreement/Contract. The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees/Contractor/Sub-contractor engaged by it to render service under this Agreement/Contract with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Contract Labour Law etc. No dues/contributions under any future law, labour legislations, as applicable, are payable by the Bank with respect to the Vendor personnel/employees/Contractor/Sub-contractor. The Vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees/Contractor/Sub-contractor of under applicable labour

legislations. The Vendor shall hold the Bank, its successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of your employees, agents, contractors, subcontractors etc. However, the Vendor would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

33. Violation of Terms

The Bank clarifies that 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 Vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this Agreement/Contract. 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.

34. Non-Assignment

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

If the Bank undergoes a merger, amalgamation, take-over, consolidation, reconstruction, change of ownership, etc., this Agreement/Contract shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Vendor under this Agreement/Contract.

35. Waiver

Any terms or conditions of this document may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized Officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or either under breach or non-fulfillment on a future occasion. All remedies and benefits, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative and without prejudice to the other remedy or benefit, as the case may be.

No failure or delay on the part of either Party in exercising any power, right or remedy under this document shall be construed as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

36. 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.

37. Conflict of Interest

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

Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

- a) **Conflicting Assignment/ Job:** A bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Partner / its personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.
- b) **Conflicting Relationships :** A bidder (including its Personnel) that has a material business or close family relationship with a member of Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of Bank staff associated with the bidder (including its Personnel) in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

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

UCO Bank reserves the right to:

- Reject any and all responses received in response to the RFP
- Waive or change any formalities, irregularities or inconsistencies in proposal format delivery
- Extend the time for submission of all proposals
- Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- Change the time schedule of the RFP for inviting the bids or evaluation thereof

- Modify the requirements or any specifications related to eligibility or technicalities.
- 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/RFP for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.
- Use commercial or Techno Commercial Criteria for awarding the contract.
- Add the number of HR Recruitment Consultant(s) in the list of empaneled HR Recruitment Consultant(s) any time.

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.

38. Other Terms & Conditions

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 enter into the contract/agreement 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.ucobank.co.in) thereafter are final and binding on the bidder. In the event that the Organization is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the Organization would be rejected unless expressly accepted by the Bank in writing.

The selected bidder 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.

Performance Guarantee shall be invoked, in case consultant breaches the agreed time limit for any recruitment process.

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

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 Organization covenants and represents to the Bank the following:

- a) It is duly incorporated/registered/constituted, has valid existing and in good standing under or as per the laws of the state in which such Party is incorporated/registered/constituted.
- b) It has the corporate power/legal competence 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 Organization:

- a) Will not violate or contravene any provision of its documents of incorporation/registration/constitution;

- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency of 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.
- e) 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.
- f) 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.
- g) 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.

Annexure – A (Tender offer forwarding letter)

To,

**Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001**

Dear Sir,

Sub: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis vide RFP Ref No.: HO/HRM/RECR/2023-24/COM-57 Date:19-02-2024

With reference to the above RFP, having examined and understood the instructions including all Annexures, terms and conditions forming part of the Bid, we hereby enclose our offer for RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis vide RFP Ref No.: **HO/HRM/RECR/2023-24/COM-57 Date:19-02-2024**, the undersigned, offer to undertake the services in conformity with the said RFP.

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.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. 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 the following Demand draft(s)/Bank Guarantee:

DD No. Dated for Rs. -----/- (Rupees ----- Only) as Cost of RFP Document &

Signature:

(In the Capacity of)

Duly authorized to sign the tender offer for and on behalf of

Annexure – B (General Details of the Bidder)

A. Profile of Bidder

1. Name of bidder:
2. Location
Regd. Office:
Controlling Office:
3. Constitution
4. Date of incorporation & date of commencement of business:
5. Shareholding pattern:
6. Major change in Management in last three years:
7. Names of Banker /s:

B. Financial Position of Bidder for the last three financial years

	2020-21	2021-22	2022-23
Net Worth			
Turnover			
Net Profit (Profit After Tax)			

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

C. Proposed Service details in brief

- Description of service :
- Details of similar service provided to banks in India specifying the number of Banks and branches
 - In PSU banks
 - In non-PSU banks

Details of Experience in implementation of similar orders

Sl. No.	Name of Organization	Description of application	Period during which services provided (last 5 Years)	
			From	To

N.B. Enclose copies of Purchase Orders as references.

Place:

AUTHORISED SIGNATORY

Date:

Name:

Designation:

Annexure-C (Earnest Money Deposit Form)

To,
Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001

Dear Sir,

Ref: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis

In response to your invitation to respond to your **RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis**, M/s _____ having their registered office at _____ (hereinafter called the 'Vendor') wish to respond to the said Request for Proposal (RFP) for self and other associated vendors and submit the proposal for **Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis** and to provide related services as listed in the RFP document.

Whereas the 'Vendor' has submitted the proposal in response to RFP, we, the _____ Bank having our Head office _____ hereby irrevocably guarantee an amount of ` _____/- (Rupees _____ only) as bid security as required to be submitted by the 'Vendor' as a condition for participation in the said process of RFP.

If the Vendor withdraws his proposal during the period of the proposal validity;

Or

If the Vendor having been notified of the acceptance of its proposal by the Bank during the period of the validity of the proposal fails, or refuses to enter into the contract in accordance with the Terms and Conditions of the RFP or the terms and conditions mutually agreed subsequently.

We undertake to pay immediately, on demand to UCO Bank, the said amount of Rupees _____ without any reservation, protest, demur, or recourse. The said guarantee is liable to be invoked / enforced on the happening of the contingencies as mentioned above and also in the RFP document and we shall pay the amount on any Demand made by UCO Bank which shall be conclusive and binding on us irrespective of any dispute or difference raised by the vendor.

Notwithstanding anything contained herein:

1. Our liability under this Bank guarantee shall not exceed ` _____ (Rupees ____ only).
2. This Bank guarantee will be valid upto ____; and
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before_____.

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

Yours faithfully,

For and on behalf of

_____ Bank

Authorised official

(NB: This guarantee will require stamp duty as applicable and shall be signed by the official whose signature and authority shall be verified. The signatory shall affix his signature, name and designation).



Annexure – D (PROFORMA FOR PERFORMANCE BANK GUARANTEE)

(To be stamped in accordance with the stamp act)

1. In consideration of UCO BANK, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act, 1970, having its head office at 10 BIPLABI TRILOKYA MAHARAJ SARANI (BRABOURNE ROAD),Kolkata-700001 (hereinafter called "UCO BANK") having agreed to exempt **M/s** _____, a Company incorporated under the Companies Act, 1956 having its registered office at (Address of the selected bidder company) (hereinafter called "the said SELECTED BIDDER") from the demand, under the terms and conditions of UCO BANK's purchase order/ Letter of Intent bearing no.dated..... issued to the Selected bidder and an Agreement to be made between UCO Bank and the Selected bidder for a period of In pursuance of Request For Proposal no.....dated....., as modified, (hereinafter called "the said Agreement"), of security deposit for the due fulfillment by the said SELECTED BIDDER of the Terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(Rupees.....Only).We,..... [indicate the name of the bank ISSUING THE BANK GUARANTEE] (hereinafter referred to as "the Bank") at the request of [SELECTED BIDDER] do hereby undertake to pay to UCO BANK an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by UCO BANK by reason of any breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement.
2. We [indicate the name of the bank ISSUING THE BANK GUARANTEE] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from UCO BANK stating that the amount claimed is due by way of loss or damage caused to or breach by the said SELECTED BIDDER of any of the terms or conditions contained in the said Agreement or by reason of the SELECTED BIDDER'S failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We undertake to pay to UCO BANK any money so demanded notwithstanding any dispute or disputes raised by the SELECTED BIDDER in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the SELECTED BIDDER for payment there under and the SELECTED BIDDER shall have no claim against us for making such payment.
4. We,[indicate the name of the Bank ISSUING THE GUARANTEE] further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of BANK under or by virtue of the said Agreement have been fully paid and its claims

satisfied or discharged or till UCO BANK certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said SELECTED BIDDER and accordingly discharged this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before(Expiry of claim period), we shall be discharged from all liabilities under this guarantee thereafter.

5. We [indicate the name of Bank ISSUING THE GUARANTEE] further agree with UCO BANK that UCO BANK shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said SELECTED BIDDER from time or to postpone for any time, or from time to time any of the powers exercisable by UCO BANK against the said SELECTED BIDDER and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any variation, or extension being granted to the said SELECTED BIDDER or for any forbearance, act or omission on the part of UCO BANK of any indulgence by UCO BANK to the said SELECTED BIDDER or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the SELECTED BIDDER.
7. We, [indicate the name of Bank ISSUING THE GUARANTEE] lastly undertake not to revoke this guarantee during its currency except with the previous consent of UCO BANK in writing.

Notwithstanding anything contained herein:

- a. Our liability under this Bank Guarantee shall not exceed Rs..... (Rupees.....) Only.
- b. This Bank Guarantee shall be valid uptoand
- c. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(date of expiry of Guarantee including claim period).

8. Dated the day of for [indicate the name of Bank]

Yours' faithfully,

For and on behalf of _____ Bank

Authorized Official

NOTE:

1. Selected bidder should ensure that the seal and CODE No. of the signatory is put by the bankers, before submission of the bank guarantee.
2. Bidder guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of requisite value as applicable to the place of execution.

Annexure – E (UNDERTAKING FOR NON-BLACKLISTING / NON-DEBARMENT OF THE BIDDER)

To Be Stamped as A Declaration & Duly Attested by A Notary

Sub: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis

- 1) I/We, Proprietor/Partner(s)/Director(s) of M/s..... hereby confirm that I/We have read and understood the eligibility criteria and fulfill the same.
- 2) I/We further confirm that all the information furnished by me/us, as per the requirement of the Bank, have been included in our bid.
- 3) I/We further hereby undertake and agree to abide by all terms and conditions and guidelines stipulated by the Bank. We understand that any deviation may result in disqualification of our bid.
- 4) *I/We further hereby declare that I/We have not been black-listed or otherwise debarred by any Bank/Financial Institution/Central Government/ State Government/any Central or State Undertaking or Corporation/ Reserve Bank of India or any other Regulatory Authority or any other Statutory Authority as on date of the publication of this Tender/Procurement.

(OR)

I/We further hereby declare that the Proprietorship Concern/Partnership Firm/Company/..... (if any other entity) namely M/s was blacklisted/debarred by.....(Name of the Authority who blacklisted/debarred) from taking part in their Tender/Procurement for a period ofyears w.e.f.to..... The period is subsisting/over on.....and now I/We is/are entitled to take part in Tender/Procurement.

- 5) I/We declare that no proceedings/inquiries/investigations have commenced/pending against me/us by any Statutory Authority/Regulatory Agency/Investigating Agency which may result in liquidation of company/firm/proprietorship concern and/or may act as deterrent on the continuity of business and/or may hamper in providing the said services, as envisaged in this document.
- 6) I/We further hereby declare that no legal action is pending against me/us for any cause in any legal jurisdiction.
- 7) I/We undertake that adequate number of resources, if required by the Bank, will be deployed for the project to complete the assignment within the stipulated time.

***STRIKE OUT WHICH IS INAPPLICABLE**

(Deviation to the above if any, the Bidder must provide details of such action(s))

Signature (1) (2)

(Duly authorized to sign)

Name:

Capacity in which as executed:

Name & registered address of the Bidder:

Seal of the Bidder to be affixed



Annexure- F (Undertaking to abide by all by-laws / rules / regulations)

To,

**Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001**

Sub: Declaration-Cum-Undertaking regarding compliance with all statutory requirements

In consideration of UCO Bank, a body corporate, constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 (hereinafter referred to as "Bank" which expression shall include its successors and assigns), we, M/s....., having its Registered Office at....., do hereby, having examined the RFP including all Annexure, confirm and agree to comply with all Laws, Rules, Regulations, By-Laws, Guidelines, Notifications etc.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP **HO/HRM/RECR/2023-24/COM-57 Date:19-02-2024** including all annexure, addendum, corrigendum and amendments, if any. We certify that the services offered shall be in conformity with the terms & conditions and Scope of Work stipulated in the annexures of the said RFP.

We do also hereby irrevocably and unconditionally agree and undertake to save and keep the Bank, including its respective directors, officers, and employees and keep them harmless from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever and any damage caused from and against all suits and other actions that may be instituted taken or preferred against the Bank by whomsoever and all losses, damages, costs, charges and expenses arising out of non-compliance with or non-adherence to any statutory/regulatory requirements and/or any other law for the time being in force.

We also confirm that payment to the engaged employees shall be made in consonance with the Minimum Wages Act in vogue and their duty hours will also be as per applicable labour laws of country.

Dated this _____ day of _____, 2024.

Place:

For M/s.

[Seal and Signature(s) of the Authorized Signatory (s)]

Annexure – G (Undertaking Letter for Central Minimum Wages Act & Labour Laws)

(On the vendor's letterhead)

To,
Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001

Sir,

Sub: Confirmation for Government Rules relating to Minimum Wages:

Ref: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis (RFP Ref No.: HO/HRM/RECR/2023-24/COM-57 Date:19-02-2024)

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

In this regard we confirm that the employees engaged by our Company to carry out the services in your bank for the above said contract are paid minimum wages / salaries as stipulated in the Government (Central / State) Minimum Wages / Salaries act in force. All the employees/operator deployed by the selected bidder for the digitization activity must comply with government's rules and regulations like minimum wages act, Provident Fund and ESIC facility standard. We also indemnify the Bank against any action / losses / damages that arise due to action initiated by Commissioner of Labour for non-compliance to the above criteria.

We further authorize the Bank to deduct from the amount payable to the Company under the contract or any other contract of the Company with the Bank if a penalty is imposed by Labour Commissioner towards non-compliance to the "Minimum Wages / Salary stipulated by government in the Act by your company.

(Proof of compliance and labour license needs to be submitted along with the quotation)

Yours faithfully,

Authorized Signatory
Designation
Bidder's corporate name
Place:
Date:

Annexure – H (Undertaking Letter on the vendor's letterhead for GST Law)

To,

**Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001**

Dear Sir,

Sub: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis

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

We, the bidder M/s, hereby agree to comply with all applicable GST Laws including GST Acts, Rules, Regulations, Procedures, Circulars & Instructions thereunder applicable in India from time to time and to ensure that such compliance is done.

Yours faithfully,



For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date

**Annexure – I (Undertaking for Price Validity &
Acceptance of all terms & conditions of RFP)**

To,

**Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001**

Dear Sir,

**Sub: RFP for Empanelment of Human Resource Recruitment Consultant(s) for
Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and
Senior Management Positions on Contractual Basis**

We understand that Bank is not bound to accept the lowest or any bid received and Bank may reject all or any bid. We shall keep the price valid for the entire contract period from the date of issuance of the first Work order.

If our bid is accepted, we are responsible for the due performance as per the scope of work and terms & conditions as per mentioned in RFP.

It is certified that the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with.

We have gone through all the conditions of bid and are liable to any punitive action for furnishing false information / documents.

Yours faithfully,

For.....

(Signature and seal of authorized person)

Place:

Date:

Annexure – J (Undertaking for No Deviation)

To,

**Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001**

Dear Sir,

Sub: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis

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

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents if any, issued by the Bank. 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.

We undertake to execute Non-disclosure Agreement & provide Performance Bank Guarantee as per the annexure enclosed in the RFP, in case of emergence as a successful bidder.

Yours faithfully,

For.....

Designation:

(Signature and seal of authorized person)

Bidder's corporate name:

Place:

Date:

Annexure-K (Certificate from Chartered Accountant)

**Signed & stamped showing company's financial position in last 3 years
(annual turnover, profit / loss, net worth etc.)**

Amount in Rs

Particulars	2020-21 (Audited)	2021-22 (Audited)	2022-23 (Audited)
Net Worth			
Turnover			
Gross Profit			
Net Profit (Profit After Tax)			
Turnover from Indian Operations			



Annexure – L [Format of Pre-Bid Queries to be submitted by the Bidder(s)]

To be e-mailed in .doc format

Name of the Bidder:

Name of the Contact Person of the Bidder:

Contact Number of the Contact Person:

Email id of the Contact Person:

SI No	RFP Page No.	RFP Clause No.	Original RFP Clause	Subject/Description	Query sought/Suggestions of the Bidder



Annexure – M (PRE CONTRACT INTEGRITY PACT)

(To be stamped as per the Stamp Law of the Respective State)

1. Whereas UCO Bank having its registered office at UCO BANK, a body corporate constituted under The Banking companies (Acquisition & Transfer Act of 1970), as amended by The Banking Laws (Amendment) Act, 1985, having its Head Office at 10, Biplabi Trailokya Maharaj Sarani, Kolkata-700001 acting through its HRM Department, represented by Authorized Signatory hereinafter referred to as the Buyer and the first party, proposes for **Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis** hereinafter referred to as Stores and / or Services. And M/s _____ having its registered office at _____ represented by _____ Authorized signatory, (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the bidder/seller and the second party, is willing to offer/has offered the Stores and / or Services.

2. Whereas the Bidder/Seller is a private company/public company/ /partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as –Party or collectively as the –parties, as the context may require.

3. Preamble

Buyer has called for tenders under laid down organizational procedures intending to enter into contract /s for **Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis** and the Bidder /Seller is one amongst several bidders /Proprietary Vendor /Customer Nominated Source/Licensor who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder (s) and / or Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

4. Commitments of the Buyer

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- (i) No employee of the Buyer, personally or through family members, will in connection with the tender, or the execution of a contract demand, take a

promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (ii) The Buyer will during the tender process treat all Bidder(s) /Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder (s) /Seller(s) the same information and will not provide to any Bidders(s) /Seller(s) confidential /additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
- (iii) The Buyer will exclude from the process all known prejudiced persons.

4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian Legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.

5. Commitments of the Bidder(s) /Seller(s):

5.1 The Bidder(s)/ Seller(s) commit itself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (i) The Bidder(s) /Seller(s) will not directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
- (ii) The Bidder(s) /Seller(s) will not enter with other Bidders / Sellers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (iii) The bidder(s) /Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act, 1988 as amended from time to time. Further, the Bidder(s) /Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information constrained or transmitted electronically.
- (iv) The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s) /Sub-contractor(s).
- (v) Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.
- (vi) Bidder not to pass any information provided by the Principal as part of business relationship to others and not to commit any offence under PC/IPC Act.

(vii) Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary.

5.2 The Bidder(s) /Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s) / sub-contractor(s), if any, Further, the Bidder /Seller shall be held responsible for any violation /breach of the provisions by its sub-supplier(s) /sub-contractor(s).

5.3 The Bidder(s) /Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

5.4 Agents / Agency Commission

The Bidder /Seller confirms and declares to the Buyer that the bidder/Seller is the original manufacturer/authorized distributor / stockiest of original manufacturer or Govt. Sponsored /Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS of the stores and /or Services referred to in this tender / Offer / contract / Purchase Order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / Purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller / Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual /firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract /Purchase order, the Seller /Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFP / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement of compensation to the Seller /Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller /Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's /Seller's exclusion from the tender process.

6.2 If the Bidder /Seller makes incorrect statement on this subject, Bidder /Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

7. Company Code of Conduct

Bidders /Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

8. Sanctions for Violation

8.1 If the Bidder(s) /Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s) /Seller (s) from the tender process or take action as per the procedure mentioned herein below:

- (i) To disqualify the Bidder /Seller with the tender process and exclusion from future contracts.
- (ii) To debar the Bidder /Seller from entering into any bid from Buyer for a period of two years.
- (iii) To immediately cancel the contract, if already signed /awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies affected till date of termination would be made in normal course.
- (iv) To encash Advance Bank Guarantees / Performance Bonds / Warranty Bonds, etc. which may have been furnished by the Bidder /Seller to the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains Knowledge of conduct of Bidder /Seller or of an employee or representative or an associate of Bidder /Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) /Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance Bank guarantee and performance bond / warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

10. Independent External Monitor(s)

- 10.1** The Buyer has appointed independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors are given in RFP).
- 10.2** As soon as the integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the independent External Monitors.
- 10.3** The Bidder(s) / Seller(s) if they deem it necessary, May furnish any information as relevant to their bid to the Independent External Monitors.
- 10.4** If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 10.5** If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the independent External Monitors.
- 10.6** The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, UCO Bank, Head Office at 10, Biplabi Trailokya Maharaj Sarani , Kolkata-700001 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.
- 10.7** The word "Monitor" would include both singular and plural.

11. Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at Kolkata, India.

12. Other Legal Actions

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

13. Integrity Pact Duration

- 13.1** This Integrity Pact begins when both parties have legally signed it. It expires of order / finalization of contract.
- 13.2** If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, UCO Bank .
- 13.3** Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

14 Other Provisions

- 14.1** Changes and supplements need to be made in writing. Side agreements have not been made.
- 14.2** The Bidders (s)/ Sellers (s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.

- 14.3** In view of nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 14.4** Nothing contained in this Integrity Pact shall be deemed to assure the bidder / Seller of any success or otherwise in the tendering process.
- 15.** This Integrity Pact is signed with UCO Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
- 16.** In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.
- 17.** The Parties here by sign this Integrity Pact.

BUYER

Signature:
Authorized Signatory
HRM Department

Place:

Date:

Witness:
(Name & Address)

BIDDER/SELLER

Signature:
Authorized Signatory (*)

Witness:
(Name & Address)



Annexure – N (NON-DISCLOSURE AGREEMENT)

(Confirmation of format should be enclosed with technical bid. Agreement to be executed on non-judicial stamp paper of requisite value by the selected bidder only)

This Non-Disclosure Agreement is entered into on this day of....., 2024

BETWEEN

UCO Bank, a body corporate, constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 as amended from time to time having its Head Office at No.10, BTM Sarani, Kolkata-700001 hereinafter referred to as **"the Bank"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrators and successors) **of the FIRST PART/ DISCLOSING PARTY**

AND

.....
..... (Which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its assigns, administrator and successors) of the **SECOND PART/ RECEIVING PARTY**
(Each of Bank and the vendor is sometimes referred to herein as a **"Party"** and together as the **"Parties"**).

WHEREAS the Vendor/Receiving Party is inter alia engaged for **Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis** as per the terms and conditions specified in the RFP Ref No.: **HO/HRM/RECR/2023-24/COM-57 Date:19-02-2024**. The Vendor/Receiving Party would be the single point of contact for this project.

WHEREAS Bank/Disclosing Party is inter alia engaged in the business of Banking; and

WHEREAS the Parties presently desire to discuss and/or consult with each other's business for the purposes of entering into Agreements for **RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis**.

WHEREAS the Parties recognize that each other's business involves specialized and proprietary knowledge, information, methods, processes, techniques and skills peculiar to their security and growth and that any disclosure of such methods, processes, skills, financial data, or other confidential and proprietary information would substantially injure a Party's business, impair a Party's investments and goodwill, and jeopardize a Party's relationship with a Party's clients and customers; and

WHEREAS in the course of consultation with respect to the potential business venture, the Parties anticipate disclosing to each other certain information of a novel, proprietary, or confidential nature, and desire that such information be subject to all of the terms and conditions set forth herein below;

NOW THEREFORE the Parties hereto, in consideration of the promises and other good and valuable consideration, agree such information shall be treated as follows:

1. Confidential Information. “**Confidential Information**” shall mean and include any information which relates to the financial and/or business operations of each Party, including but not limited to, specifications, drawings, sketches, models, samples, reports, forecasts, current or historical data, computer programs or documentation and all other technical, financial or business data, information related to each Party's customers, products, processes, financial condition, employees, intellectual property, manufacturing techniques, experimental work, trade secrets.

2. Use of Confidential Information. The Vendor/Receiving Party agrees not to use the Bank/Disclosing Party's confidential Information for any purpose other than for the specific consultation regarding the potential business venture. Any other use of such Confidential Information by the Receiving Party shall be made only upon the prior written consent from an authorized representative of the Disclosing Party which wishes to disclose such information or pursuant to subsequent agreement between the Parties hereto.

3. Restrictions. Subject to the provisions of paragraph 4 below, the Party receiving Confidential Information (the “**Receiving Party**”) shall, for contract period of Three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever), use the same care and discretion to limit disclosure of such Confidential Information as it uses with similar confidential information of its own and shall not disclose, lecture upon, publish, copy, modify, divulge either directly or indirectly, use (except as permitted above under clause (2) or otherwise transfer the Confidential Information to any other person or entity, including taking reasonable degree of care and steps to:

(a) Restrict disclosure of Confidential Information solely to its concerned employees, agents, advisors, Consultant(s), contractors and /or subcontractors with a need to know and not disclose such proprietary information to any other parties; and

(b) Advise all receiving Party's employees with access to the Confidential Information of the obligation to protect Confidential Information provided hereunder and obtain from agents, advisors, contractors and/or Consultant(s) an agreement to be so bound.

(c) Use the Confidential Information provided hereunder only for purposes directly related to the potential business venture.

4. Exclusions. The obligations imposed upon Receiving Party herein shall not apply to information, technical data or know how, whether or not designated as confidential, that:

(a) is already known to the Receiving Party at the time of the disclosure without an obligation of confidentiality;

(b) is or becomes publicly known through no unauthorized act of the Receiving Party;

(c) is rightfully received from a third Party without restriction and without breach of this Agreement;

(d) is independently developed by the Receiving Party without use of the other Party's Confidential Information and is so documented;

(e) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information;

(f) is approved for release by written authorization of the Disclosing Party; or

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

5. Return of Confidential Information. All Confidential Information and copies and extracts of it shall be promptly returned by the Receiving Party to the Disclosing Party at any time within thirty (30) days of receipt of a written request by the Disclosing Party for the return of such Confidential Information.

6. Ownership of Information. The Receiving Party agrees that all Confidential Information shall remain the exclusive property of the Disclosing Party and its affiliates, successors and assigns.

7. No License Granted. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed to the Receiving Party or to any information, discovery or improvement made, conceived, or acquired before or after the date of this Agreement. No disclosure of any Confidential Information hereunder shall be construed by the Receiving Party to be a public disclosure of such Confidential Information for any purpose whatsoever.

8. Breach. In the event the Receiving Party discloses, disseminates or releases any Confidential Information received from the Disclosing Party, except as provided above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party shall have the right to demand prompt return of all Confidential Information previously provided to the Receiving Party and in such case, the Receiving party shall be bound to return all information within 30 days from the date of such demand. The provisions of this paragraph are in addition to any other legal right or remedies, the Disclosing Party may have under the Law for the time being in force.

9. Arbitration and Equitable Relief.

(a) Arbitration. The Parties shall endeavor to settle any dispute/difference arising out of or relating to this Agreement through consultation and negotiation. In the event no settlement can be reached through such negotiation and consultation, the Parties agree that such disputes shall be referred to and finally resolved by arbitration

under the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder from time to time. The arbitration shall be held at city of Head Office of member Bank. The language used in the arbitral proceedings shall be English. The arbitration proceeding shall be conducted by a panel of three arbitrators, each party shall appoint his own arbitrator and the two appointed arbitrators shall appoint the third arbitrator who shall act as presiding Arbitrator.

(b) Equitable Remedies. The Parties agree that in event of breach of any of the covenants contained in this Agreement due to negligence/fault/lack of the Receiving Party, the Disclosing party shall have, in addition to any other remedy, the right:

- i) To obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach; and
- ii) To specific performance of any such provisions of this Agreement. The Parties further agree that no bond or other shall be required in obtaining such equitable relief and the Parties hereby consent to the issuance of such injunction and to the ordering of specific performance.

(c) Legal Expenses: If any action and proceeding is brought for the enforcement of this Agreement, or because of an alleged or actual dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, each Party will bear its own expenses, including the attorney's fees and other costs incurred in such action.

(d) Indemnification: The Receiving Party shall indemnify the Bank and hold the Bank harmless against any loss caused to it as a result of the non-performance or improper performance of this Agreement by the Receiving Party, or its servants or agents to perform any aspect of its obligations forming part of the subject matter of this Agreement.

10. Term. This Agreement may be terminated by either Party giving sixty (60) days' prior written notice to the other Party; provided, however, the obligations to protect the Confidential Information in accordance with this Agreement shall survive for a period of three (3) years from the date of the last disclosure of Confidential Information made under this Agreement (except for personal customer data which shall remain confidential forever).

11. No Formal Business Obligations. This Agreement shall not constitute create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either Party to submit a proposal or to perform a contract with the other Party or to refrain from entering into an agreement or negotiation with any other Party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both Parties. Neither Party will be liable for any of the costs associated with the other's efforts in connection with this Agreement. If the Parties hereto decide to enter into any licensing arrangement regarding any Confidential Information or present or future patent claims disclosed hereunder, it shall only be done on the basis of a separate written agreement between them.

12. General Provisions

(a) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of India.

(b) Severability: If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions shall remain valid and continue in full force and effect.

(c) Successors and Assigns: This Agreement will be binding upon the successors and/or assigns of the Parties, provided however that neither Party shall assign its rights or duties under this Agreement without the prior written consent of the other Party.

(d) Headings: All headings used herein are intended for reference purposes only and shall not affect the interpretation or validity of this Agreement.

(e) Entire Agreement: This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Any amendments or modifications of this Agreement shall be in writing and executed by a duly authorized representative of the Parties.

(f) Jurisdiction of Court: All disputes under this Non-Disclosure Agreement are subject to the jurisdiction of Courts at City of Head office of Individual member Bank in India.

(g) Two original sets of Non-Disclosure Agreement are executed and retained by either parties, Bank and _____ (the selected vendor)

The Parties, by the signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

For and on behalf of

.....

Signature: _____

Name: _____

Designation: _____

Date: _____

For and on behalf of

.....

(the selected bidder)

Signature: _____

Name: _____

Designation: _____

Date: _____

Annexure – O (Eligibility Criteria Compliance)

Sl. No.	Eligibility Criteria	Supporting Documents to be submitted
1	<p>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 /Indian Partnership Act 1932 or Limited Liability Partnerships Act 2008.</p> <p>Bidder/Partner/Investor must adhere cross border sharing/FDI/FEMA and other regulatory guidelines of Govt of India.</p> <p>The bidder should not be a subsidiary of a foreign company and should have registered office in India.</p>	<p>Copy of the Certificate of Incorporation issued by The Registrar of Companies for registered companies and LLP/ Registration certificate issued by registrar of firms and Partnership Deed for Partnership Firm.</p> <p>MOA & AOA shall also be submitted in case of companies</p> <p>Shareholding pattern, PAN, TAN, GSTIN Certificate and any other tax related document if applicable is required to be submitted along with the eligibility bid.</p> <p>Registration from DIC, KVIB, NSIC, KVIC, DIHH, UAA or any other body specified by Ministry of MSME.</p>
2	<p>The Bidder should have an average annual turnover of at least INR 50 Crores for last three financial years (i.e. 2020-21,2021-22, & 2022-23)</p>	<p>Certificate from Chartered Accountant (Annexure-K) Stating Net Worth, Turnover and Profit/Loss for last 3 financial years. It should be in concurrence with the audited balance sheets for last 3 years, i.e., 2020-21,2021-22, & 2022-23</p>
3	<p>Bidder should have net profit in past 3 consecutive financial years (i.e. 2020-21,202-22, & 2022-23)</p>	
4	<p>Bidder should be in line of business for which RFP is issued and should have minimum 3 preceding years' experience (in India) as on RFP issuance date of providing consultancy services for recruitment of Specialized Executives/ Domain Experts with specialized/ technical skills to BFSI/ Govt./ PSBs/ PSU/ Large organizations with employee strength of minimum 10000 and/or annual turnover of at least Rs. 500 Crores as on 31.03.2023.</p>	<p>Credentials to be provided as under:</p> <p>a) Certified information from Statutory Auditor/Chartered Accountant for Price/ Amount of the contract/ work awarded and details of work done.</p> <p>b) On letter head of the Client signed by authorized signatory about the Services Delivered.</p> <p>c) Draft information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be</p>

		provided for confirmation. d) Information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be provided for confirmation by Bank.
5	The Bidder's Organization should not be owned or controlled by any Director/Key Management Personnel as well as Relatives of Director/Key Management Personnel of UCO Bank, both present and those who have retired in the last one year.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead for the same.
6	The Bidder's Organization must comply with Minimum Wages Act & Labour Laws as applicable from time to time	A Self-Declaration to be furnished by the Bidder on the Company's letterhead as per Annexure G
7	Bidder should not have been debarred/black-listed by any Bank or RBI or any other regulatory authority as on date of RFP issuance.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead as per Annexure – E should be submitted.
8	The bidder should ensure that there are no legal proceedings / inquiries / investigations have been commenced / pending / threatened against service provider by any statutory or regulatory or investigative agencies or any other for which performance under the contract will get adversely affected / may get affected.	Self-declaration to this effect on the company's letterhead should be submitted.

Place:

Date:

Signature of Bidder: _____

Name: _____

Business Address: _____

Annexure-P (COMPLIANCE CHART)

Subject: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis

Sl. No.	Particulars	Compliance Status (Yes / No)	Page No. Of the bid document submitted
1.	Is Technical bid uploaded on e-tendering website?		
2	Is the Technical bid made in conformity with technical bid template?		
3.	Are all the pages numbered properly and signed and stamped?		
4.	Duly signed Annexures A to S are enclosed		
5.	Is copy of EMD uploaded on e-tendring site and Hard copy is submitted at Banks Address?		
6.	Is EMD & NEFT Receipt for Cost of RFP submitted?		
7.	Are document in support of all eligibility criteria submitted?		
8.	Power of Attorney/Authority letter issued by the competent authority for signing the Bid document on behalf of the company.		

For.....
(Signature and seal of authorized person)

Place:

Date:

Annexure – Q (KEY PERSONNEL DETAILS)

Key personnel to be provided to UCO Bank with relevant educational background, qualifying experience and credentials for the duration of project should be detailed in the format given below.

S. No.	Name of the personnel	Educational Qualification & Certification along with name of university and Institution	Previous BFSI Organizations where team member was associated	Duration of team member association	No. of years of Experience
1					
2					
3					
4					
5					
6					



Signature:

Name:

Designation:

Date:

Annexure – R (COMPLETION CERTIFICATE)

(To be provided on letterhead of the issuing organization)

To,

**Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001**

Sir/Madam,

Reg.: RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis in UCO Bank

This is to certify that M/s_____has provided HR Consultancy Services/ HR Project Management in regard of Engagement of Specialized Executive/ Domain Expert in Junior, Middle and Senior Management Positions on contractual basis to_____for the period _____ to_____

The HR Consultancy/Project, for which this certificate is being issued, stands completed as on the date of this certificate.

Yours faithfully

Date:

Place:

Signature of Authorized Signatory Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Annexure-S (LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE)

(On the letterhead of the Respondent on whose behalf the proposal is submitted and should be signed by a competent authority/ person or the person having the power of attorney to bind the principal)

To,

**Assistant General Manager
UCO Bank, Head Office
Human Resource Department
4th Floor, 10 BTM Sarani Kolkata-700001**

Sub: Authorization Letter for submitting RFP proposal documents for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis in UCO Bank

Sir/Madam,

This has reference to your above RFP for Empanelment of Human Resource Recruitment Consultant(s) for Facilitating Engagement of Specialist/Domain Experts at Junior, Middle and Senior Management Positions on Contractual Basis in UCO Bank.

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)