



**CANBANK COMPUTER SERVICES LIMITED, BANGALORE**

**Request for Proposal (RFP) for “Empanelment of Human Resource Recruitment Consultants” for Canbank Computer Services Ltd  
(A Subsidiary of Canara Bank)**

**Ref. No: CCSL/RFP/HR/08/2022-23 dt. 18/01/2023**

---

**Registered Office**

Canbank Computer Services Limited  
#218, JP Royale, 1<sup>st</sup> Floor,  
Sampige Road, Near 14<sup>th</sup> Cross,  
2<sup>nd</sup> Main, Malleswaram,  
Bengaluru - 560003

**DISCLAIMER**

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of CCSL, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by CCSL to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. CCSL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. CCSL does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

CCSL reserves the right of discretion to change, modify, add to 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 CCSL's Website (<http://ccsl.co.in>) under **Tender Tab** ) and it will become part and parcel of RFP.

CCSL in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. CCSL reserves the right to reject any or the entire Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of CCSL shall be final, conclusive and binding on all the parties.

**TABLE OF CONTENTS:**

<b>Sr. No</b>	<b>Pont No</b>	<b>Contents</b>	<b>Page No.</b>
1	Point No 1	Background, Purpose & Introduction	03
2	Point No 2	Bid Schedule	04
3	Point No 3	Eligibility and Evaluation Criteria	14
4	Point No 4	Duration of Empanelment	16
5	Point No 6	General Terms and Conditions	17
6	Annexure 1	Eligibility Criteria	26
7	Annexure 2	Evaluation of Technical Bid	29
11	Annexure 3	Authorization Letter Format for Bid Opening	30
12	Annexure 4	Conformity Letter	31
13	Annexure 5	Pre Bid Query Format	32

## **1. BACKGROUND, PURPOSE & INTRODUCTION**

### **Invitation for Tender offers**

Canbank Computer Services Ltd (A subsidiary of Canara Bank) invites sealed tender offers (Eligibility, Technical bid from eligible, reputed entities) for Empanelment of Human Resource Recruitment Consultants. In this RFP, the term bidder/ prospective bidder refers to the primary bidder participating for delivering services mentioned in the scope of work.

Complete set of tender documents may be downloaded by eligible bidder from the website of the Company (<https://www.ccsl.co.in>). The Company reserves the right to reject any or all offers without assigning any reason.

Technical Specifications, Terms and Conditions and various formats for submitting the tender offer are described in this document and Annexure.

### **About CCSL**

Canbank Computer Services Limited (CCSL), promoted by PSU Banks, established in 1994 under Companies Act, 1956, is a Subsidiary of Canara Bank and is engaged in IT enabled services, development and maintenance of Software solutions for the Banking Fraternity and Financial Institutions. CCSL has also a division for Share Transfer Registry (R & T). The Registered Office is in Bangalore with representative Service Center locations pan- India for ATM Services. Since CCSL is a subsidiary of Canara Bank, all guidelines / policies are adopted in line with that of the parent Bank.

### **About RFP**

This Request for Proposal containing Annexure and subsequent Addenda and Corrigenda (Herein after called as RFP or tender) has been prepared solely for the purpose of enabling the Company to select a Service Provider for “**Empanelment of Human Resource Recruitment Consultants**” as per specifications, terms and conditions and scope defined in this RFP (herein after referred as **Empanelment of Human Resource Recruitment Consultants**).

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards providing the required resources. This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the supply and services as per the scope of this RFP.

**BID SCHEDULE**

1.	RFP No.	CCSL/RFP/HR/08/2022-23 dt. 18.01.2023
2.	Brief Description of the RFP	Empanelment of Human Resource Recruitment Consultants
3.	Company's Address for Communication	Mr. Raghuvveer R Vice President – Projects Canbank Computer Services Limited No. 218, J P Royale, 1 <sup>st</sup> Floor Near 14 <sup>th</sup> Cross, 2 <sup>nd</sup> Main Sampige Road, Malleswaram Bangalore – 560 003 <a href="mailto:raghuveer@ccsl.co.in">raghuveer@ccsl.co.in</a> Ph: 080-23469661/2
4.	Date of issue	<b>18-01-2023, Wednesday on</b> <a href="https://www.ccsl.co.in">https://www.ccsl.co.in</a>
5.	Last date of submission of Queries (by e-mail)	<b>25-01-2023, Wednesday</b>
6.	Date & Venue of Pre-Bid Meeting	<b>30-01-2023, Monday through Virtual Meeting. Invitations / Link will be sent to the individual Bidders by e-mail.</b>
7.	Last date & time for submission of Bids	<b>04-02-2023 Saturday @ 3.00 pm</b>
8.	Date and time of Opening of Eligibility and Technical Bid	<b>04-02-2023 Saturday @ 4.00 pm</b>
9.	Verification of Eligibility & Technical Bid documents	Bid documents will be verified by CCSL committee members and updated to all the participants /bidders over email
10.	Contact Person for any clarification and sending pre bid queries.	1. Usha S – Senior Manager – 9880875617 <a href="mailto:usha@ccsl.co.in">usha@ccsl.co.in</a> 2. Suresh Babu P – Manager – 9972112116 <a href="mailto:sureshbabu@ccsl.co.in">sureshbabu@ccsl.co.in</a>

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

The Bidders are requested to keep a track of any modifications/ developments on our Website [www.ccsl.co.in](http://www.ccsl.co.in)

**Costs Borne by Respondents**

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

**No Legal Relationship**

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

**Recipients' Obligation to Inform Itself**

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

**Evaluations of Offers**

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document. The issuance of document is merely an invitation to offer and must not be construed as any agreement or work order or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

**Errors and Omissions**

Each Recipient should notify the Company of any error, omission, or discrepancy found in this document. Notification should be made to the address found in proposal related details

**Acceptance of Terms**

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

**Liabilities of the Company**

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

### **Objective**

The Company wishes to empanel Human Resource Recruitment Consultants for the following categories.

#### **1. Data Entry Operators, Call Centre / Help Desk Agents/Customer Service Associates, Supervisors and any other / Technical Resources required as per the Company's requirement.**

CCSL wishes to empanel consultants for providing manpower resources for vacant positions for their Clients across Pan India by supplying with freshers/experienced candidates possessing relevant skill sets & competencies as desired in requirement with the specific position assigned. CCSL requests proposals from experienced consultants for undertaking the above assignment.

**The selected resources may be offered on Companies payroll / Respondent's payroll position.**

### **Intent**

The Company is issuing this RFP document (hereinafter referred to as "the RFP" which expression shall include all attachments and annexure hereto as well as all amendments, addendums, modifications and alteration hereto) to service providers, (hereinafter referred to as "the Bidder") to enable them to participate in the competitive bidding for Empanelment of Human Resource Recruitment Consultants.

### **Project Scope**

A description of the scope of work is enumerated below. However, the Company reserves its right to change the project/ assignment scope considering the size and variety of the requirements and changing the business conditions. Notwithstanding what is mentioned in this RFP, the selected bidder will be required to undertake the assignment of providing manpower in CCSL/ Parent Bank/other subsidiaries / Clients / Customers pan India in full compliance of all existing Govt/Statutory Authority guidelines, within a specified time frame as directed.

The Empaneled Applicant/s will facilitate hiring manpower for CCSL, for vacant positions across levels/pan India as mandated by the company from Time to Time. The company expressly stipulates that empanelment of consultants under this document is on the understanding that this invitation document contains only principal provisions for the entire assignment.

### **Detailed Scope of Work**

- Preparation of Job Description and specification in co-ordination with the company representative for vacant positions as assigned to consultants.
- Sourcing and providing Bio-data of qualified and suitable candidates for the vacancy identified by the Company.
- Scheduling of shortlisted candidates for interview as per date and time as decided by the organization
- Co-coordinating with the selected candidates for documents as required by the organization.
- Suitable background verification / police verification of each shortlisted candidates to be conducted by the HR Consultants.
- All statutory guidelines like ESI / PF etc and labour laws in practice in the respective states to be strictly adhered to.
- Continuous co-ordination with the candidates to ensure them joining CCSL on the agreed date of Joining
  - Informing CCSL with any deviation noticed in the candidates in any part of Offer or On-boarding.
- Recruitment support as required by CCSL during any part of the vacancy / engagement.

The bidder will be required to be innovative, capable and would need to extend all their resources and services in order to meet the expectation of the Company towards the desired Services. The Company at its discretion reserves the right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

### **Language**

The response against RFP for Empanelment of Human Resource Recruitment Consultants. should be in English.

### **Bid Security and Performance Guarantee Bid Security**

CCSL will not demand any Bid Security or EMD or PBG from the shortlisted bidders for the purpose of empanelment.

### **Others**

- i. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the Company to award a contract for any services or combination of services. Failure of the Company to select a Bidder shall not result in any claim whatsoever against the Company and the Company reserves the right to reject any or all bids in part or in full, without assigning any reason whatsoever.
- ii. By submitting a proposal, the Bidder agrees to promptly contract with the Company for the work awarded to the Bidder, if any. Failure on the part of the selected Bidder to execute a valid contract with Company within **30 days** from the date of Purchase order/work order herein will relieve Company of any obligation to the Bidder, and a different Bidder may be selected based on the selection process of Company.
- iii. The terms and conditions as specified in the RFP, addenda and corrigendum issued

- by the Company thereafter are final and binding on the Bidders. In the event the Bidder is not willing to accept the terms and conditions of Company, the Bidder may, in sole discretion of Company, be disqualified.
- iv. The Bidder must strictly adhere to the delivery dates or lead times specified in the Company's order including the project timeline. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Company, may constitute a material breach of the selected Bidder's performance. In the event that the Company is forced to cancel an awarded contract (related to this RFP) due to the Bidder's inability to meet the established delivery dates that Bidder will be responsible for any re-procurement costs suffered by the Company. The liability of re-procurement costs in such an event could be limited to the amount actually spent by the Company for procuring similar deliverables and services. The re-procurement cost would be established post a reasonable due – diligence of the re-procurement cost to be incurred.
  - v. By submitting the bid, the Bidder represents and acknowledges to the Company that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Bidder represents that all services supplied in response to this RFP shall meet the proposed requirements of the Company. The Bidders shall be required to independently arrive at a solution, which is suitable for the Company, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are 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 Bidder at no additional cost to Company. The Bidder also acknowledges that Company relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Bidder of responsibility for the performance of all provisions and terms and conditions of this RFP. Company expects the Bidder to fulfill all the terms and conditions of this RFP. The modifications, which are accepted by the Company in writing, shall form a part of the final contract.
  - vi. The Bidder represents and agrees to obtain and maintain validity throughout the Contract, of all appropriate registrations, permissions and approvals, which are statutorily required to be obtained by the selected Bidder for performance of the obligations of the selected Bidder. The Bidder further agrees to inform and assist the Company for procuring any registrations, permissions or approvals, which may at any time during the contract period be statutorily required to be obtained by the Company for availing services from the selected Bidder.
  - vii. All terms and conditions, payments schedules, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by Company in writing to the Bidders. The Bidder shall at no point be entitled to excuse themselves from any claims by Company whatsoever for their deviations in conforming to the terms and conditions, payments schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.



- viii. The Bidder covenants and represents to the Company, the following:
- ☐ It is duly incorporated, validly existing and in good standing as per the laws of the jurisdiction.
  - ☐ The performance of terms and conditions under the RFP by it and the performance of its obligations hereunder are duly authorized and approved by all necessary action.
  - ☐ The execution, delivery and performance under an Agreement by such Party:
    - > Will not violate or contravene any provision of its documents of incorporation.
    - > Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, writ, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority by which it is bound or by which any of its properties or assets are bound.
  - ☐ Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture party, or any other entity or person whatsoever.
  - ☐ To the best of its knowledge, after reasonable investigation, no representation or warranty by such party in this tender and subsequent agreement, and no document furnished or to be furnished to the other party to this RFP and subsequent 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.
  - ☐ Company will not bear any costs incurred by the Bidder for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
  - ☐ Company 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.

#### **Other RFP Requirements**

1. Company reserves the right to cancel this RFP any time or at any stage without any reason / notice to the consulting Company or change/add any terms and conditions of the RFP by issuing addenda/corrigenda and putting it on Company's website.
2. Company reserves the right to extend the dates for submission of any and all responses to this document.

3. Bidders shall have the opportunity to get their doubts clarified pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the contact officer, not later than the query submission date noted in RFP and as indicated by Company from time to time. Responses to inquiries and any other corrections and amendments will be distributed to all Bidders by fax or in electronic mail format.
4. If there are conflicting points in the RFP, the Company reserves the right to take a position on the conflicting issue which will be binding on the selected Bidder at any time during the period of contract. No appeal will be entertained.
5. Preliminary Scrutiny – Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. Company may, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and Company reserves the right for such waivers and Company's decision in the matter will be final.
6. Clarification of Offers – To assist in the scrutiny, evaluation and comparison of offers, Company may, at its discretion, ask some or all Bidders for clarification of their offer. Company has the right to disqualify the Bidder whose clarification is found not suitable to the project requirements.
7. Erasures or Alterations – The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. The proposals should be in the template that is recommended and provided in this RFP. Bids with eraser/over writing/cutting are liable to be rejected.
8. Right to Alter requirements – Company reserves the right to alter the requirements specified in the RFP. Company also reserves the right to delete one or more items from the list of items specified in the RFP. Company will inform all Bidders about changes, if any.
9. The Bidder shall perform its obligations under this RFP as an independent entity in sole capacity. Neither this RFP nor the Bidder's performance of obligations under this RFP shall create an association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee, between Company and the Bidder and the Bidder shall not have the right, power or authority (whether expressed or implied) to enter into or assume any duty or obligation on behalf of Company.
10. It is clarified that the selected bidder will not subcontract primary functions stipulated in this RFP the selected Bidder shall be solely responsible for performance of all obligations under the RFP.

#### **Additional Information**

1. Selected bidder and/or its authorized service providers should have their own employees for execution of projects. However, selected bidder will be fully responsible for the services provided. Company will not make any reference to them. In case of any deficiency in service, penalties will be to the selected Bidder's account.
2. The selected bidder shall solely be responsible for all payments (including any statutory payments) to its employees and / or subcontractors and shall ensure that at no time shall its employees, personnel or agents hold themselves out as

employees or agents of Company, nor seek to be treated as employees of Company for any purpose, including claims of entitlement to fringe benefits provided by Company, or for any kind of income or benefits. The selected bidder alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the selected bidder will make all required payments and deposits of taxes in a timely manner.

### **Numbering of Pages**

All pages of the bid including brochures are to be numbered as Page --- (current page) of --- (total pages) in a serialim along with proper index. The numbering shall be done separately for Eligibility Bid, Technical Bid and Commercial Bid, and not section-wise.

### **Authorized Signatory**

The Bidder shall submit the bid authenticated by an authorized person from any of their offices in India. The Bidder's authorized signatory shall authenticate by sign and seal, each page of the bid in original and photocopies including brochures/ pamphlets/ write-up etc.

### **Cost of Preparing the Bids**

The cost of preparing the response to this RFP will be the responsibility of the Bidder and Company will not be liable for any cost incurred by the Bidder.

### **Clarification on RFP Document**

1. The Bidder shall carefully examine and understand the specifications /conditions of RFP, intent of the RFP and seek clarifications, if required, to ensure that they have understood all specifications/conditions/intent of RFP for implementing the Origination Systems Solution in total.
2. The Bidder in all such cases must seek clarification in writing in the same serial order of that of RFP by mentioning relevant page number and clause number of RFP. Such clarifications should be sought, by submitting a list of queries as per Appendix 11 – Pre- Bid Query Format in writing to Company on or before the timeline prescribed in this RFP under “BID SCHEDULE”
3. All clarifications/queries on the bid are to be in writing and are to be sent to :  
[usha@ccsl.co.in](mailto:usha@ccsl.co.in) & [sureshbabu@ccsl.co.in](mailto:sureshbabu@ccsl.co.in)

Pre-bid queries can be submitted in the format provided in Annexure 5 – Pre-Bid query format on the above email-ids.

### **Validity of Bids**

The bids shall remain valid for a period of 180 days from the last date of submission of bids.

### **Bidder's Quote/Offer**

- I. The Bidder must furnish requirements as per the formats provided in the RFP document.
- II. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- III If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.'

**The decision of the Company shall be final and binding in this regard.**

### **3: ELIGIBILITY AND EVALUATION CRITERIA**

#### **Submission of Bids**

1. All documents with RFP response should be submitted to the authorized person at the e-mail address given in this RFP i.e. Important Details (Schedule of Events, contact & communication details etc.)
2. The response should be submitted to the authorized person on or before the last date & time of submission mentioned in this RFP. If the last date of submission of RFP response is declared as a holiday for any reason then the last date for submission of RFP response will fall on the next working day of the Company. The bids which are received after the scheduled date and time will be rejected by the Company.
3. The responses should not be submitted by post or by courier and only thru email id of the bidder
4. The bid should constitute three separate parts. The response should be organized and submitted in the following manner:

#### **Part I – Eligibility cum Technical Bid**

In the Eligibility cum Technical Proposal the following documents should be shared via email to [usha@ccsl.co.in](mailto:usha@ccsl.co.in) & [sureshbabu@ccsl.co.in](mailto:sureshbabu@ccsl.co.in)

- i. The bidder should be a firm/company/body registered or incorporated in India
- ii. The bidder should be in existence for a minimum period of 1 year in India as on 31-March2022.
- iii. The bidder should not have been black listed as on the date of submission of RFP by any Govt / Regulatory bodies in India / globally including entities such as Financial Institutions /Banks / PSUs.

#### **Format of Eligibility cum Technical Bid**

The bidder is required to submit Eligibility Cum Technical Bid as part of the bid submission on the prescribed format (Annexure 1 & 2). Shortlisted Applicant/s who meets the eligibility criteria would only qualify for empanelment by the Company. The Applicant/s would also need to provide supporting documents for eligibility proof.

#### **Bid Format**

1. The Bidder shall take care to submit the Bid properly filed so that the information sought is correct and intact.

#### **Opening of Bids**

1. Opening of Eligibility and Technical Bids
  - The Bidders may note that no further notice will be given in this regard. Further, in case Company does not function on the aforesaid date due to unforeseen circumstances or holiday then the bid will be accepted on the next working day of the Company and bids will be opened at the same venue on the same day.
  - Company however reserves the right to change the date & time for opening of Eligibility and Technical bid without assigning any reason whatsoever. In case there is a change in the schedule the same will be intimated to the Bidders by publishing

in the Company's website for enabling them to be present during the Bid opening. In current Scenario of Pandemic, All bid opening would be done electronically.

- The rejection or acceptance of the bid will be done only after evaluation at the discretion of Company.
- During evaluation of the eligibility and technical bids, Company may seek from the Bidder clarifications on the bid submitted by the Bidder. The request for such clarification and the response from the Bidder shall be in writing.

### **Compliance Statement**

The Bidder shall certify the compliance or deviation of all clauses, terms & conditions.

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

The Company may, at its own discretion relax one or more of the above conditions for the Applicants who have already provided similar services to another Public Sector Bank subsidiaries. The Company reserves the right to accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Company shall be final and binding on all the applicants to this document and Company will not entertain any correspondence in this regard. The Company at its discretion may reject the Bids at its own discretion.

### **General Terms**

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

### **Empanelment**

The Company wishes to empanel maximum competent applicants in terms of this RFP Document for filling of vacant positions on requirement basis with Canbank Computer Services Ltd.

### **Stages of technical evaluation**

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

- A. Full matching of the eligibility criteria as indicated.

- B. Short-listing of the applicants based broadly on prior experience, credentials and quality of resources.
- C. Arriving at the final score on technical proposal of the short-listed applicants after evaluation by the Company, which will broadly be based on the following:
  - i. **Experience of the Applicant in hiring of manpower in CCSL.**
  - ii. **Proposed Methodology and processes.**
  - iii. **Dedicated Team support provided to the Company with qualifying experience and other credentials for executing the assignment.**
- D. Applicants scoring less than **60 marks** (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for the empanelment process and will not be considered as qualified. However, the Company reserves the right to empanel any number of HR Consultants out of the qualified list.

#### **4. DURATION OF EMPANELMENT**

**The tenure of the empanelment contract initially would be for 3 (Three) years from the date of the issuance of first purchase order by the Company.** Company can further extend this at its discretion at mutually agreed terms depending upon the business needs and performance of the Consultant appointed by the Company.

#### **5. GENERAL TERMS AND CONDITIONS**

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

##### **Execution of SLA / NDA**

The empanelled consultants shall execute 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 Company; and **Non-disclosure Agreement (NDA)**. The costs and expenditure should be borne by the applicant. The applicant shall execute the SLA and NDA within one month from the date of acceptance of Letter of Appointment. The Empanelment Agreement/ Work Order shall be executed by the authorized signatory of the applicant organization / company / firm.

##### **CCSL reserves the right to:**

1. Reject any and all responses received in response to the Invitation Document.
2. Waive or Change any formalities, irregularities, or inconsistencies in proposal format delivery
3. Extend the time for submission of all proposals
4. Select the most responsive applicant (in case no applicant satisfies the eligibility criteria in totality)
5. Select the next most responsive applicant if negotiations with the applicant

- of choice fail to result in an agreement within a specified time frame.
6. Use the information/ clarifications provided in response to the Invitation document by applicant in any form, for evaluation purpose.
  7. Cancel the Invitation Document at any stage, without assigning any reason whatsoever.
  8. Change the time schedule of Invitation Document for inviting the technical proposals or evaluation thereof
  9. Modify the quantity or any specifications related to eligibility or technical requirements.

### **Resources**

Based on the recruitment exercises undertaken by the Company every year, the Empanelled Applicant is expected to deploy appropriate quality and number of resources for providing recruitment requirements of CCSL across PAN India. The strength and quality of the applicant will be specifically evaluated during the technical evaluation. For the purpose, the empanelled applicant shall provide detailed deployment plan of its resources with requisite qualification and experience along with the reserves.

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

The Company may ask the prospective applicant to submit a detailed presentation to the Company as and when required.

### **Professionalism**

The applicant should provide professional, objective and impartial advice to resources at all times and hold the Company's interests paramount and should observe the highest standard of ethics while executing the assignment.

### **Adherence to Standards and compliance of laws**

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

The applicant 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.

Company reserves the right to ascertain information from the banks and other institutions to which the applicants have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of empanelment and any strong adverse comment/action about product or service would make the applicant ineligible for further assessment/processing.



### **Expenses**

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

### **Indemnity**

The successful applicant shall indemnify Company and keep indemnified for against any loss or damage by executing an instrument to the effect on a Non-Judicial stamp paper that Company may sustain on account of violation of patent, trademarks intellectual property rights, losses incurred due to malfunctioning of the proposed contract, interruption in use or unavailability of data, breach of confidentiality, any gross negligence by the employees of the successful applicant etc.

The applicant shall, at its own expense, defend and indemnify the Company against all third party claims for infringement of patent, trademark, design or copyright arising from use of products or any part thereof supplied by applicant. Applicant will provide infringement remedies and indemnities for third party products, on a pass through basis. The applicant shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Company is required to pay compensation to a third party resulting from such infringement, the applicant shall be fully responsible to pay such compensation along with all costs, damages and attorney's fees and other expenses that a court may finally awards, in the event of the matter being adjudicated by a court or that be included in a applicant approved settlement. The Company will issue notice to the applicant of any such claim without delay and provide reasonable assistance to the applicant in disposal of such claim, and shall at no time admit to any liability for, or express any intent, to settle the claim. The applicant shall also reimburse all incidental costs, which the Company incurs in this regard.

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

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

### **Legal Disputes and Jurisdiction of the court**

- CCSL Clarifies that it shall be entitled to an injunction, restraining order, right for recovery, specific performance or such other equitable relief as a court



of competent jurisdiction may deem necessary or appropriate to restrain bidder/prospective bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies CCSL 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.

- All disputes and controversies between CCSL and Bidder shall be subject to the exclusive jurisdiction of the courts in BENGALURU and the parties agree to submit themselves to the jurisdiction of such court as this RFP/contract agreement shall be governed by the laws of India.
- All questions, disputes or differences arising under and out of, or in connection with the Empanelment Agreement/ Work Order, shall be referred to sole Arbitrator appointed by Company and the award of the arbitrator shall be final and binding on the parties. The Arbitration and Reconciliation Act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings and the venue of the arbitration shall be at BENGALURU. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.

### **Force Majeure**

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

### **Consequences of Termination for Default**

The Company, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Applicant, may terminate this work order in

whole or in part, if the Applicant fails to perform any obligation(s) under the Work Order/ Empanelment Agreement.

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

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

In the event that the termination of Empanelment Agreement/ Work Order is due to the expiry of the term of the Empanelment Agreement/ Work Order, a decision to grant any (further) extension by Company, the Empanelled Applicant herein shall be obliged to provide all such assistance to the next successor applicant or any other person as may be required and as Company may specify including training, where the successor(s) is a representative/personnel of Company 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.

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

Company or the successful applicant may terminate the Work Order/ Empanelment Agreement in full or in parts by giving a written notice of THREE months to the other party against acknowledgement. The parties shall make full endeavour for a smooth transition/provide all support to the new applicant and other party so as to ensure continued customer service and minimum disruption.

### **Confidentiality**

This document contains information confidential and proprietary to the Company. Additionally, the applicants shall be exposed by virtue of the contracted activities to the internal business information of the Company. Disclosures of receipt of this Invitation or any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the applicants, premature termination of the Work Order/ Empanelment Agreement, and / or legal action against the applicants for breach of trust.

Selected applicant shall have to sign a legal non-disclosure agreement with the Company before starting the project.

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

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

#### **Limitation of Liability**

- a. The applicant's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in Work Order, tort or otherwise), shall be at actual.
- b. Applicant's liability in case of claims against the Company resulting from Willful Misconduct or Gross Negligence of the applicant, its employees and Subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- c. The Company shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party software or modules supplied by the applicant as part of this Agreement.
- d. In no event shall Company be liable for any indirect, incidental or consequential damages or liability, under or in connection with or arising out of this Agreement, howsoever such liability may arise.

#### **Governing Law and Disputes**

The Proposal and subsequent Work Order with the Empanelled Applicant shall be governed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of Courts in Mumbai.

**Limitation on Promotion**

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

**Authorized Signatory**

The Empanelled Applicant shall indicate the authorized signatories who can discuss and correspond with the Company, with regard to the obligations under the Work Order.

The Empanelled Applicant shall submit at the time of signing the Work Order, a certified copy of the extract of the resolution of their Board, authenticated by Company Secretary, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/Work Orders with the Company. The applicant shall furnish proof of signature identification for above purposes as required by the Company.

**Exit clause:** Company may any time terminate or exit from the agreement for all/some specific services by giving written notice of three months to the Applicant. Company 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/module on the proposed project and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable.

**Assignment**

Neither the Work Order nor any rights granted under the Work Order shall be sold, leased, assigned, or otherwise transferred, in whole or in part, by the applicant, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without prior written consent of the Company. If the applicant undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc, the service level agreement executed with the applicant after award of purchase order shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Company under the executed service level agreement.

**Information and Secrecy**

The Applicant must provide a written undertaking to the Company to be submitted duly signed on company letter head to comply with the secrecy provision pursuant to provision of The Companies Act, 2013 and other applicable laws. The Applicant will follow professional ethics and conduct in performing their duties. The Company has right to terminate the services of the Applicant if it fails to comply with the conditions imposed.

**No Commitment to accept Lowest or any Offer / Fee Quote**

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

**Other General Conditions**

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

- **Vice President – Projects**  
**CCSL, Bangalore**

\*\*\*\*\*

**ANNEXURE 1 – ELIGIBILITY CRITERIA**

The purpose of this section is for bidders to provide information to demonstrate to Canbank Computer Services Ltd, Bangalore that its services offering satisfy Company's requirements. The bidder should also demonstrate that it has the financial organizational infrastructure to fulfill the fundamental requirements set out in this RFP. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria may not receive further consideration during the evaluation process. A complete listing of the specific bid evaluation criteria is given below (Filling all the details - mandatory):

**Confirmation of Eligibility Criteria (on Company Letter Head)**

Particulars to be provided by the bidder in the Pre-Qualification bid –

**(A) Bidder's Profile:**

RFP Reference no:

<b>Sr. No.</b>	<b>Particulars</b>	<b>Response from the bidder</b>
1	Name of the bidder	
2	Year of establishment and constitution Certified copy of "Partnership Deed" or "Certificate of Incorporation" should be submitted as the case may be.	
3	Location of Registered office /Corporate office and address	
4	Mailing address of the bidder	
5	Names and designations of the persons authorized to make commitments to Canbank Computer Services Ltd	
6	Telephone and fax numbers of contact persons	
7	E-mail addresses of contact persons	
8	Details of : Description of business and business background Service Profile Domestic & International presence Alliance and joint ventures	
9	Gross revenue of the bidder Year Year 2019-20 Year 2020-21 Year 2021-22	
10	Net Profit (after all taxes etc) of the bidder Year 2019-20 Year 2020-21 Year 2021-22 Documentary proofs- Audited Balance sheets are to be enclosed	

Request for Proposal (RFP) for Empanelment of HR Recruitment Consultants

---

11	Net Worth of the bidder Year 2019-20 Year 2020-21 Year 2021-22 Documentary proofs – Net worth Certificate form Chartered Accountant are to be enclosed	
----	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

**(B) Eligibility Criteria**

S. No	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)	Bidder's response
1	Legal Entity	The bidder must be an Indian firm; a public or private firm, registered under Companies Act 1956, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted)	Certificate of Registration, as required	
2	Business Operation	The Bidder should have been in existence for a minimum period of 1 year in India in same business.	Copy of work orders and or certificate of completion of work	
3	Business	Number of Offices PAN India with address	Self Declaration	
4	Blacklisting/ Litigation	The bidder company should not currently have been blacklisted by any Government Department/PSU/ or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance	Self-declaration on the bidder's letter head	
5	Taxation Registration	The bidder must have a valid: <ol style="list-style-type: none"> <li>1. PAN</li> <li>2. GST Registration No.</li> <li>3. ESI Registration No.</li> <li>4. PF Registration No</li> </ol>	Attested copies of all certificates & KYC of Company and Its Directors	
6	Ownership	The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of CCSL	Self-declaration on the bidder's letter head	

Based on the information provided, the company will shortlist vendors/ companies which prima facie come up to its requirement. Preference may be assigned to bidders that utilize their own staff (and do not further outsource/ sub-contract). The criteria detailed above are indicative and CCSL reserves the right to revise them at its discretion.



Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Note:**

1. All self-certificates shall be signed by Authorized signatory unless specified otherwise.
2. Appropriate referencing needs to be provided for all the evidence documents. Each document should have a unique reference clearly marked.
3. In case the same document is provided for more than one eligibility clause, the document should be provided in each folder corresponding to the eligibility criteria clause.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2023**

**Signature:** \_\_\_\_\_

**Seal of Company**

(Signature and seal of company to be put on all the pages of Annexure -1)

**ANNEXURE-2 - EVALUATION OF TECHNICAL BID**

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

Sr. No	Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)	Max. Marks	Scoring Mechanism
1.	Experience of the bidder in the line of business of providing manpower services	25 marks	<b>Experience of being in line of business:</b> 2-3 years ----> 10 marks >3 years – 5 years ----> 15 marks Above 5 years ----> 25 marks
2.	Cliental Reference (contact details /email ID of customers for whom bidder has executed similar projects )	30 marks	<b>Large organizations with:</b> 03 to 05 --> 10 marks > 05 to 07 --> 25 marks Above 07 --> 30 marks
3.	Business generated by the bidder from the desired line of business (average of last -3- financial years for which RFP is issued)	25 marks	<b>Business from the desired line of business :  <u>Minimum Turnover 50 Lacs per Annum</u></b> Rs.50 Lacs to Rs. 1 Crore --> 10 marks Above 1 Crore to 3 Crore- --> 20 marks Above 3 Crores -----> 25 marks
4.	Number of similar projects handled successfully in Banking/any other sector during the last 5 years including but not limited to PSU/Govt. (Central/ State)	20 marks	02 to 04 Clients ---> 05 marks 05 to 06 Clients ----> 10 marks Above 6 clients ----> 20 marks
	<b>TOTAL</b>	<b>100 Marks</b>	
<b>NB: Information provided by the bidder as mentioned in the table above should be submitted with supporting documents i.e. work orders/ certificates/ audited balance sheets/ CA certificates/certificate of incorporation/ Net worth certificate.</b>			

**ANNEUXRE-3 - AUTHORIZATION LETTER FORMAT FOR BID OPENING**  
**(To be brought at the time of opening of Bids)**

Date DD-MM-YYYY

To :  
Canbank Computer Services Ltd  
#218, JP Royale, 1<sup>st</sup> Floor,  
Sampige Road, Near 14<sup>th</sup> Cross,  
2<sup>nd</sup> Main, Malleswaram,  
Bengaluru - 560003

Dear Sir,

SUB: Authorization Letter for attending the Bid Opening

**REF:** YOUR RFP #:\_\_\_\_\_dated\_\_\_\_\_

This has reference to your above RFP for Empanelment of Agencies for providing Outsourced Manpower Service.

Mr./Miss/Mrs.\_\_\_\_\_is hereby authorized to attend the bid opening of the above RFPNo.: RFP #:\_\_\_\_\_dated\_\_\_\_on\_\_\_\_\_on behalf of our organization.

The specimen signature is attested below:

Name:

\_\_\_\_\_  
(Specimen Signature of Representative)

\_\_\_\_\_  
Signature of Authorizing Authority

Name of Authorizing Authority Designation:  
Company Seal:

**ANNEUXRE-4 – CONFIRMATION LETTER**

To

Date DD-MM-YYYY

Canbank Computer Services Ltd  
#218, JP Royale, 1<sup>st</sup> Floor,  
Sampige Road, Near 14<sup>th</sup> Cross,  
2<sup>nd</sup> Main, Malleswaram,  
Bengaluru - 560003

Dear Sir,

Sub: RFP for Empanelment of Agencies for providing Outsourced Manpower Service.

Further to our proposal dated \_\_\_\_\_ in response to the Request for Proposal (Company's RFP #:

\_\_\_\_\_ dated \_\_\_\_\_ hereinafter referred to as "**RFP**") issued by Canbank Computer Services Ltd ("**Company**"), we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions/stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original tender documents issued by the Company, shall form a valid and binding part of the aforesaid RFP document. The Company 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 Company's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Authorized Signatory  
Designation  
Bidder's corporate name

ANNEUXRE-5 - PRE BID QUERY FORMAT

To

Date DD-MM-YYYY

Canbank Computer Services Ltd  
#218, JP Royale, 1<sup>st</sup> Floor,  
Sampige Road, Near 14<sup>th</sup> Cross,  
2<sup>nd</sup> Main, Malleswaram,  
Bengaluru - 560003

RFP #: \_\_\_\_\_

Sr. No	Section & Clause Ref. No./Appendix no/Annexure no	PageNo.	RFP text	Query	Response to query (to be left blank by the vendor)