

**Invitation for  
“Empanelment of Human Resource  
Recruitment Consultants” for  
Senior/Junior Management Positions in  
BOB Capital Markets Ltd.**

**No. BCML:HRM: 25/2020-21/122  
dated 30th September 2020**

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**BOB Capital Markets Ltd.  
1704, B Wing, 17<sup>th</sup> Floor,  
Parinee Crescenzo,  
Plot No.C- 38/39, G Block  
Bandra Kurla Complex,  
Bandra (East)  
Mumbai 400051.**

**Invitation for Empanelment**

BOB Capital Markets Ltd. extends an invitation from specialized agencies/ companies for facilitating hiring of manpower in Senior/ Junior Management positions for **BOB Capital Markets Ltd.**

**Important Dates :-**

Queries to be mailed to	<a href="mailto:hr@bobcaps.in">hr@bobcaps.in</a>
Last Date, Time and Place for receipt of technical Proposal	20th October 2020 at 23:59 hrs at Communication address shared
Time and date of Opening of Technical Proposal	22nd October 2020 at 16:00 hrs  Conference Room BOB Capital Markets Ltd. 1704, B Wing, 17 <sup>th</sup> Floor Parinee Crescenzo, Plot No.C- 38/39, G Block Bandra Kurla Complex, Bandra (East) Mumbai 400051
Address for communication	Admin Department BOB Capital Markets Ltd. 1704, B Wing, 17 <sup>th</sup> Floor Parinee Crescenzo, Plot No.C- 38/39, G Block Bandra Kurla Complex, Bandra (East) Mumbai 400051
Contact Telephone Numbers	022-6138 9300

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

**Important definitions / clarifications:**

- “The Company” means BOB Capital Markets Ltd.
- “Recipient” , “Respondent” , “Vendor” , “Agency” and “Applicant” means respondent to the Invitation document
- Party to the proposal can be “Company” , “Limited Liability Partnership” , “Firm” , “Proprietor firm” , “Partnership firm” ,
- Words “Empanelled Applicant” means the applicant who is declared successful after completion of the entire process of evaluation as defined under this document.
- “SLA” means Service Level Agreement
- “NDA” means Non-Disclosure Agreement

**Confidentiality**

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*This document is meant for the specific use by the Company / person(s) interested to participate in the current empanelling process. This document in its entirety is subject to Copyright Laws. BOB Capital Markets Ltd. expects the empanelled applicants or any person acting on behalf of the applicants strictly adhere to the instructions given in the document and maintain confidentiality of information. The applicants shall be held responsible for any misuse of information contained in the document, and liable to be prosecuted by the Company in the event that such a circumstance is brought to the notice of the Company. By downloading/purchasing the document, the interested party is subject to confidentiality clauses.*

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## **SECTION 1: BACKGROUND AND PURPOSE**

**BOB Capital Markets Ltd.** (BOBCAPS) is a wholly owned subsidiary of **Bank of Baroda**. BOBCAPS is one of the Investment Banking Companies in India and is a SEBI registered Category I Investment Banker. BOBCAPS offers the entire spectrum of financial services that includes Initial Public Offerings, Private Placement of Debt, Corporate Restructuring, Business Valuation, Mergers & Acquisitions, Project Appraisal and Loan Syndication. BOBCAPS also undertakes advisory services on Securitisation and Structuring of Debts.

The Company places lot of emphasis on its human capital. Since employees are the most valuable assets of any organization, it has also been the Company's endeavour to focus on get the best candidates for senior/junior management positions who would steer the Company to achieve its long-term objectives and build a differentiated presence.

In order to meet specialized requirements for senior/junior management positions, the Company wishes to empanel a set of qualifying firms as "**Human Resource Recruitment Consultants**" to support the Company for hiring of manpower with **professional knowledge base and proven work experience in specialized areas** from the open market in senior/junior management positions.

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

### **1.1 Introduction**

This Invitation for empanelment has been prepared solely for the purpose of enabling BOB Capital Markets Ltd. to empanel Recruitment Consultants for facilitating hiring in senior/junior management positions for BOB Capital Markets Ltd.

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

### **1.2 Information Provided**

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

### **1.3 For Respondents Only**

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

### **1.4 Confidentiality**

The Invitation document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Invitation document is provided to the Recipient on the basis of

undertaking of confidentiality given by the Recipient to Company. Company may update or revise the document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the document with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with Company or any of its customers or suppliers without the prior written consent of Company.

#### **1.5 Disclaimer**

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

The Company and its officers, employees, contractors, agents and advisers disclaim any liability, pecuniary or otherwise that may accrue or arise from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting due to the information contained herein and/or by virtue of copying, adopting, reproducing, any of the material which may be the copyright material or any other Intellectual Property of a third party who may claim ownership of the same.

#### **1.6 Costs Borne by 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.

#### **1.7 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.

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

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

#### **1.9 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.

### 1.10 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

### 1.11 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.

### 1.12 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 signed and executed by duly authorized officials of the Company and the Applicants.

## SECTION 2: TECHNICAL PROPOSAL

**One Set of Technical Proposal a) hardcopy (paper copies) containing Technical Proposal b) Technical compatibility in electronic copy (Adobe.pdf non-editable / password protected on CD) sealed envelope superscripted "EMPANELMENT OF HUMAN RESOURCE RECRUITMENT CONSULTANTS FOR HIRING MANPOWER IN SENIOR/JUNIOR MANAGEMENT POSITIONS IN BOB CAPITAL MARKETS LTD" must be supplied to the Company.**

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

The document should be addressed to:

**THE PROCUREMENT COMMITTEE  
BOB Capital Markets Ltd.  
1704, B Wing, 17<sup>th</sup> Floor,  
Parinee Crescenzo,  
Plot No. C- 38/39, G Block,  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051.**

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

The eligibility and technical envelop should have the following documents:

- A. Covering letter on the prescribed format as per Annexure 2.
- B. Technical Proposal Response containing the following :-
  - i. Profile of the Organisation
  - ii. Experience of the applicant in recruitment for senior/junior management positions with specific focus on banking.
  - iii. Methodology of the applicant for hiring manpower in senior/junior management positions in the Company.

- iv. Dedicated Team support of the applicant with relevant educational background, experience and credentials for hiring senior/junior management positions in BOB Capital Markets Ltd.
- v. References, if any, from previous Clients on the Clients Letter Head.

C. All Annexures as per Invitation Document should be on Company's letter head with authorizing person's signature and company seal on all pages.

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

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

- i. Name of the Applicant**
- ii. Type of offer: Technical compatibility**
- iii. Date of submission**
- iv. Contact numbers (mobile) and email address of the single point of contact of the applicant for this document**

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

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

- i. Submission of Technical Proposal after the Time stipulated in this Document.
- ii. Misleading/incomplete information/submission of improper/incomplete documentation.
- iii. Technical proposal submission without applicant's name
- iv. Envelopes are not in order as directed in this document

#### **Related Parties –**

In the following circumstances 'the Company' will have discretion to reject the Proposal/response or accept the Proposal/response with some conditions stipulated by 'the Company'.

- i. Proposal/Response submitted by holding company and its subsidiary
- ii. Proposal/Responses submitted by two or more companies having common director/s
- iii. Proposal/ Responses submitted by two or more partnership firms / LLPs having common partners
- iv. Proposal/Responses submitted by two or more companies having the same group of promoters / management
- v. Any other proposal/ response in the sole discretion of the 'the Company' is in the nature of multiple proposals.

Faxed copies of any submission are **not acceptable** and shall be rejected by 'the Company'.

Only one proposal shall be accepted from one applicant. In case an applicant submits more than one proposal all technical proposals submitted by the applicant shall be disqualified.

#### **2.1 Registration of Technical Proposal Submission :-**

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



### **2.1.1 Late Submission of Technical Proposal :-**

Timely submission of responses is strongly encouraged and recommended. Proposal submissions after the lodgement deadline shall be documented by the Company and may be considered and evaluated/rejected at the absolute discretion of the Company. However, the Company has no obligation to accept or act on any reason for a late proposal response. The Company has no liability to any Respondent who lodges a late proposal submission for any reason whatsoever including responses taken to be late only because of another condition of responding.

### **2.1.2 Technical Proposal Submission Validity Period**

Technical Proposal responses will remain valid and open for evaluation according to their terms for a period of at least six (6) months from the closing date. The Company shall have the right at its sole and absolute discretion to continue the assignment with the Empanelled Applicant/s for future requirement on the rates finalized in this processing for various items/activities as described in the Fee Quote (to be submitted after empanelment), or at the price negotiated thereafter, after expiry of current assignment period. In exceptional circumstances, the Company may solicit the empanelled applicant/s consent to an extension of period of validity.

## **2.2 Requests for Information / Clarifications**

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

**BOB Capital Markets Ltd.  
1704, B Wing, 17<sup>th</sup> Floor,  
Parinee Crescenzo,  
Plot No.C- 38/39, G Block,  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051**

Company may in its absolute discretion seek additional information or material from any Respondents after the closing date to this Invitation document and all such information and material provided must be taken to form part of that Respondent's response. 'The Company' is not bound to reply the queries not pertaining to this document. Replies shall be at Company's discretion. Company's replies shall be final and acceptable to all applicants.

## **2.3 Notification**

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

## **2.4 Language of Technical Proposal**

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

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

#### **3.1 Applicant's Eligibility Criteria :**

- i) The Applicant should have been in existence in India for minimum 20 preceding years continuously and should have minimum 15 years experience (in India) in filling senior/junior management positions.
- ii) The Applicant should be in the line of business for which the Invitation Document is issued and possess experience of providing end-to-end recruitment services (in India) during the previous -2- years.
- iii) The Applicant should have registered office in India and must be incorporated or registered under any of the following Acts – Indian Companies Act 1956/ Society Registration Act 1860.
- iv) The Applicant should have an average annual turnover of atleast INR -1- crores during the previous -3- financial years from its Indian Operations.
- v) The Applicant should not have been blacklisted or debarred by any Govt/PSU/ Statutory/ Regulatory Authority etc. He should furnish an undertaking to this effect on his letter head duly signed by authorized person of the applicant.

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

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

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

The 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.

## **SECTION 4: SCOPE OF WORK**

### **4.1 Project Objectives :**

The Company wishes to empanel Human Resource Recruitment Consultants for hiring manpower in BOB Capital Markets Ltd. in senior/junior management positions of the Company. The Company requests proposals from renowned and experienced specialized consultants for undertaking the above assignment.

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

### **4.2 Project Scope :**

A description of the envisaged scope is enumerated in sub-paras below. However, Company reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paras, the Empanelled Applicant/s will be required to facilitate hiring of manpower in senior/junior management positions in BOB Capital Markets Ltd. in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

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

### **4.3 Responsibilities :**

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

Discuss with the Company’s representative to find out the requirements to be fulfilled for hiring manpower in various senior/junior management positions as per requirements of the Company and as and when need arises/intimated by the Company from time to time.

### **4.3 Detailed scope of project:**

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

- i. Preparation of job specification in coordination with Company for various positions which ‘the Company’ intends to hire, which includes roles and responsibilities, key result areas and performance indicators, qualification, experience and compensation (CTC).
- ii. Preparation of advertisement for filling positions identified by the Company in various senior/junior management positions.
- iii. Respond to relevant queries from applicants over phone / email before closing date.

- iv. Providing inputs to the Company before shortlisting of suitable candidates based on their experience, skill sets, academic qualification for certain critical positions specified by the Company, coordinating with them for their participation.
- v. Providing the complete list of applicants clearly indicating their eligibility or otherwise for publishing on Company's website keeping a window for objections, if any. Based on the objections received within stipulated period, the applicant shall take appropriate corrective action, if necessary, and will prepare final list of eligible candidates. This process of online objection and appropriate corrective action, if necessary, shall be done by the applicant, report of which shall be submitted to Company.
- vi. Short-listing of applications received for further screening (decide various screening process required for the job role) in consultation with Company. Provide administrative support for interview of shortlisted candidates (ensuring complete co-ordination with shortlisted candidates, arranging for screening process, composition of Selection Committee etc., in consultation with Company).
- vii. Facilitate conduct of interview by the Selection Committee constituted by Company.

#### **4.5 Deliverables :-**

- i. Job specification of the identified vacancies by the Empanelled Applicant along Compensation Structure.
- ii. Providing CVs of qualifying and suitable candidates for the posts identified by the Company.
- iii. Advisory inputs to the Company for identification of a suitable candidate best fit for the position.
- iv. Administrative support for selection of the candidate.

### **SECTION 5: TECHNICAL PROPOSAL – PROCESS, ELIGIBILITY, FEE QUOTE & EMPANELMENT**

#### **5.1 Evaluation process :**

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

#### **5.2 Eligibility and Technical Proposal :**

Eligibility criterion for the shortlisted applicants to qualify this stage is clearly mentioned in **Annexure 3 – Eligibility Criterion Compliance** to this document. Shortlisted Applicant/s who meet the eligibility criteria would only qualify for empanelment by the Company. The Applicant/s would also need to provide supporting documents for eligibility proof. **All the credentials of the applicant necessarily need to be relevant to the INDIAN market.**

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

The 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

proposal of the applicant, without giving any reason whatsoever, if in the Company's opinion the applicant could not present or demonstrate the proposed solution as described in the proposal.

### 5.3 Fee Quote :-

The Company may invite fee quote from the empanelled applicants for a particular position/ recruitment exercise in senior/junior management position/s during the period of empanelment, depending on Company's requirements.

The empanelled applicants will be required to submit a fee quote in Indian Rupees (INR) on being advised by the Company after empanelment.

### 5.4 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.

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

### 5.5 Empanelment :

The Company wishes to empanel 3 applicants in terms of this Invitation Document for hiring manpower in senior/junior management positions in the Company.

### 5.6 Stages of technical evaluation

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

- A. Full matching of the eligibility criteria as indicated under Para 3.1 above.
- 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 BFSI.
  - 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 selection process and will not be considered as qualified.

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

## **SECTION 6: DURATION OF EMPANELMENT**

The shortlisted applicants will be empanelled for a period of 3 years during which Company may, at its discretion, issue a work order with the Empanelled Applicant/s for hiring manpower in senior/junior management positions in the Company.

## **SECTION 7: ERASURES AND ALTERATIONS**

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

## **SECTION 8: ADHERENCE TO 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.

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

The successful applicant shall execute **(a)** a Service Level Agreement (SLA)/ Memorandum of Understanding, 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 **(b)** Non-disclosure Agreement (NDA). The costs and expenditure should be borne by the applicant. The applicant shall execute the SLA/ MOU 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. A power of attorney to that effect shall be submitted by the successful applicant.

### **8.2 BOB Capital Markets Ltd. reserves the right to:**

- i. Reject any and all responses received in response to the Invitation Document.
- ii. Waive or Change any formalities, irregularities, or inconsistencies in proposal format Delivery
- iii. Extend the time for submission of all proposals
- iv. Select the most responsive applicant (in case no applicant satisfies the eligibility criteria in totality)
- v. Select the next most responsive applicant if negotiations with the applicant of choice fail to result in an agreement within a specified time frame.
- vi. Use the information/ clarifications provided in response to the Invitation document by applicant in any form, for evaluation purpose.
- vii. Cancel the Invitation Document at any stage, without assigning any reason whatsoever.
- viii. Change the time schedule of Invitation Document for inviting the technical proposals or evaluation thereof
- ix. Modify the quantity or any specifications related to eligibility or technical requirements.

### **8.3 Resources**

Given the large recruitment exercises undertaken by the Company every year, the Empanelled Applicant is expected to deploy appropriate quality and number of resources for providing recruitment solutions in BOB Capital Markets Ltd.. The strength and quality of team will be specifically evaluated during the technical evaluation.

For the purpose, the empanelled applicant shall provide detailed deployment plan of its personnel with requisite qualification and experience along with the reserves.

The Company reserves the right to insist the applicant to replace any team member 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.

### **8.4 Professionalism**

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

### **8.5 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.

### **8.6 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.

### **8.7 Penalty & Liquidated Damages**

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

If the Empanelled Applicant fails to complete the due performance in accordance to the terms and conditions of the work order, the Company reserves the right either to cancel the Work Order or to accept performance already made by the Empanelled Applicant. In case of termination of Work Order the Company reserves the right to recover an amount equal to 5% of the Work Order value as Liquidated Damages for non-performance.

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

If the successful applicant fails to perform its obligation as per this Document/ Work Order, then Company reserves the right to get the balance work executed by another empanelled applicant as per choice of Company and applicant (who failed to perform his obligation) shall be liable to bear the expenditure which Company may incur for the execution of balance work and its completion.

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

## **8.8 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 solution, 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.

## **8.9 Dispute Resolution**

BOB Capital Markets Ltd. and the applicant shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Work Order/ Empanelment Agreement. If after 30 days from the commencement of such informal negotiations, BOB Capital Markets Ltd and the applicant have been unable to resolve amicably a dispute; either party may require that the dispute be referred for resolution by formal arbitration.



All questions, disputes or differences arising under and out of, or in connection with the Empanelment Agreement/ Work Order, shall be referred to sole Arbitrator appointed by 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 Mumbai. 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.

#### **8.10 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.

#### **8.11 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.

### **8.12 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.

### **8.13 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 Wilful 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.

#### **8.14 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.

#### **8.15 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.

#### **8.16 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.

#### **8.17 Cancellation of Work Order and Compensation**

The Company reserves the right to cancel the Work Order of the selected applicant and recover expenditure incurred by the Company on the following circumstances:

- i. The applicant goes into liquidation voluntarily or otherwise.
- ii. An attachment is levied or continues to be levied for a period of 7 days upon effects of the Work order
- iii. If the deductions on account of liquidated damages penalty exceeds more than 5% of the total Work Order price

Further the Company reserves the right to cancel the Work Order of the Empanelled Applicant and recover expenditure incurred by the Company in the event of any of the defaults occur and the same is not rectified within 30 days from the date of receipt of intimation from the Company with respect of occurrence of such default in case of:

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

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

**Part exit clause:** 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 solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service/module for subsequent period would not be payable.

#### **8.18 Non Payment of Professional Fees and Company's right of set off**

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

##### **Set off-**

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

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

#### **8.19 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 the advance 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.

#### **8.20 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.

#### **8.21 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.

## 8.22 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.
-

## Annexure 1

### EVALUATION OF TECHNICAL PROPOSAL

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

S. No.	Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)	Weightage
1.	Sectoral experience of providing end-to-end recruitment services in BFSI Sector	30%
2.	Dedicated Team support to be provided to BOB Capital Markets Ltd. With relevant educational background, qualifying experience and credentials.	30%
3.	Experience of the applicant in the line of business of providing end-to-end recruitment services in India	10%
4.	Experience of the applicant in the line of business of providing end-to-end recruitment services in senior/junior management positions in India	20%
5.	Methodology for undertaking the assignment for which Invitation Document is issued customized to Company's requirements in India.	10%
<b>TOTAL</b>		<b>100</b>

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

## Annexure 2

**Covering Letter** (Letter to Company on applicant's letter head)

**The Procurement Committee**  
**BOB Capital Markets Ltd.**  
**1704, B Wing, 17<sup>th</sup> Floor,**  
**Parinee Crescenzo,**  
**Plot No.C- 38/39, G Block,**  
**Bandra Kurla Complex**  
**Bandra (East), Mumbai - 400 051**

Dear Sir,

**Sub: Empanelment of Human Resource Recruitment Consultants for hiring manpower in Senior/junior management positions in BOB Capital Markets Ltd.**

With reference to the above Invitation Document, having examined and understood the instructions including all annexures, terms and conditions forming part of this document, we hereby enclose our offer for **“Empanelment of Human Resource Recruitment Consultants for hiring manpower in senior/junior management positions in BOB Capital Markets Ltd”** as required in your above referred Invitation Document.

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

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

Annual Turnover and Net Profit	Annual Turnover	Net Profit
Year 2016-17		
Year 2017-18		
Year 2018-19		
No. of employees working in:		
Major Change in Management in the last three years.		
Certifications 1. With any Government /its agencies 2. With any other agency		
Name the Awards/Accolades/Recognition won for the application developed and deployed.		
Names of the Company's for which similar work had been undertaken		

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the Invitation Document. We also confirm that the offer shall remain valid for 6 m o n t h s from the date of the offer.

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

Yours faithfully,

(Name & Designation, seal of the firm)



### Annexure 3

#### Letter of Undertaking

**The Procurement Committee  
BOB Capital Markets Ltd.  
1704, B Wing, 17<sup>th</sup> Floor,  
Parinee Crescenzo,  
Plot No.C- 38/39, G Block,  
Bandra Kurla Complex  
Bandra (East), Mumbai - 400 051**

Dear Sir/Madam,

**Sub: Empanelment of Human Resource Recruitment Consultants for hiring manpower in Senior/junior management positions in BOB Capital Markets Ltd.**

- a. Having examined the Invitation proposal including all annexures, we the undersigned offer to undertake hiring of manpower in senior/junior management positions in for BOB Capital Markets Limited in full conformity with the said Invitation document and in accordance with our proposal.
- b. If our proposal is accepted, we undertake to complete the project within the scheduled time frame.
- c. We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of (6) months from the last date for submission of Invitation document to the Company.
- d. This proposal together with notification of empanelment and your written acceptance thereof shall constitute a binding contract between us.
- e. We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
- f. We undertake that in competing for and if we are empanelled for executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- g. We agree that **BOB Capital Markets Ltd.** is not bound to accept the lowest or any proposal that it may receive.

SIGNATURE  
(Name & Designation)

(Seal of the firm)