

Request for Proposal

(RFP)

**APPOINTMENT OF
HR Consultant for
formulating and implementing a performance management system and incentive structure**

for IDBI Asset Management Limited.



**RFP No: IDBI AML/HR/RFP/2017-18/001
Date: October 04, 2017**

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DOCUMENT CONTROL SHEET

Name of the Company	IDBI Asset Management Limited	
RFP Reference No	IDBI MF/HR/RFP/2017-18/001	
Date of issue	DD/MM/2017	
Submission of Pre-Bid Queries	Date	October 04, 2017 To October 10, 2017
	Time	17:00 hours
Response to Pre-Bid Queries	Date	October 04, 2017 To October 09, 2017
Last Date for submission of Bids	Date	October 10, 2017
	Time	17:00 hours
Schedule for Opening of Technical Bids**	Date	October 10, 2017
	Time	17:00 hours
Schedule for Presentation by Bidders	Date	Shall be communicated separately
	Time	Shall be communicated separately by email

Note:

1. This tender document is the property of IDBI AML & is not transferable.
2. This bid document has 53 pages.
3. If a holiday is declared on the dates mentioned above, the bids shall be received / opened on the immediate next working day at the same time specified above and at the same venue unless communicated otherwise.
4. **Bidders representative may come for opening of technical bids.

DISCLAIMER

The information contained in this Request for Proposal (“RFP / Bid Document”) or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IDBI Asset Management Limited (“IDBI AML”), 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 neither an offer. The purpose of this RFP is to provide applicants who are qualified to submit the bids (“Bidders”) with information to assist them in formulation of their proposals (“Bids”). This RFP does not claim to contain all the information each Bidder may require. 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. IDBI AML makes no representation or warranty, express or implied, and shall incur no liability whatsoever under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. IDBI AML may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The information contained in this RFP document is selective and is subject to update, expansion, revision and amendment at the discretion of IDBI AML. IDBI AML 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 intimated or made accessible to all Bidders only through the website of IDBI AML. IDBI AML shall not publish this RFP or any modification, addition or alteration through Advertisement in newspapers or any other media and shall only be hosted on the website of IDBI AML. Any information contained in this document will be superseded by any later/subsequent modification, addition or alteration or any written information on the same subject made available/accessible to all recipients by IDBI AML.

IDBI AML reserves the right to reject any or all the responses to RFPs / Bids received in response to this RFP or the RFP process itself at any stage without assigning any reason whatsoever and without being liable for any loss/injury that Bidder might suffer due to such reason. The decision of IDBI AML in this regard shall be final, conclusive and binding on all the parties directly or indirectly connected with the bidding process.

It may be noted that notice regarding corrigenda, addendums, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall regularly visit IDBI AML website for any changes / development in relation to this RFP.

SECTION – 1

1. BACKGROUND

2. IDBI Asset Management Limited (“IDBI AML”) is a subsidiary of IDBI Bank and commenced its operations in the year 2010. It is one of the youngest mutual funds in the country. Within a short span, IDBI AML has reached Average Asset under Management (AUM) of Rs. 9530.80 crores during the quarter ended September 2017.

IDBI AML intends to appoint an HR consultant for formulating a performance management system. The HR consultant’s major role would comprise of: -

Performance Management System and incentive structure

Consultant to define a new performance management system and incentive structure for all employees at IDBI AML. Consultant should recommend Key Performance Indicators to be used for evaluation of performance, the weightages of the KPIs to be considered depending on the market prevalence as well as relevance of the KPIs to the organizational objectives. The performance management system to be defined for all employees across all levels and functions. The Consultant should also recommend the software for the performance management system and also facilitate the implementation of the same.

3. DUE DILIGENCE

The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP and study the Bid Document carefully. Bid shall be deemed to have been submitted by the Bidder after careful study and examination of this RFP including the scope of work and timelines thereto with full understanding of its implications. Each Bidder should, at its own costs without any right to claim reimbursement, conduct its own investigations, analysis and should check the accuracy, reliability and completeness of the information in this RFP and wherever felt necessary obtain independent advice. The Bid application should be precise, complete and in the prescribed format as per the requirement of this RFP. Failure to furnish all information required by this RFP or submission of a Bid not responsive to this RFP in each and every respect shall be at the Bidder’s own risk and may result in rejection of the Bid and for which IDBI AML shall not be held responsible. Any decision taken by IDBI AML as to completeness of the Bid and/or rejection of any / all Bid(s) shall be final, conclusive and binding upon the Bidder(s) and shall not be questioned / challenged by the Bidder(s).

4. ELIGIBILITY CRITERIA FOR BIDDERS

All eligibility requirements mentioned below should be duly compiled by the bidders as applicable and relevant support documents should be submitted along with the bid application for the fulfillment of eligibility criteria failing which the Bids may be summarily rejected. **The details of the support documents are mentioned in Section 5 – Annexure 1 – Eligibility Criteria.**

1. Bidder should be a duly constituted entity under Indian Laws.
2. The Bidder should have experience in formulating HR strategy document and process for a Banking, Financial services, mutual funds and Insurance organization for at least three years as on the date of the RFP.
3. The bidder should have had experience in managing the implementation of any Strategic Human Resource Management Project in a BFSI organization with the strength of minimum 150 employees.
4. The firm should have never been blacklisted / barred / disqualified by any regulator/ statutory body/judicial or any other authority. (Self-Declaration / An undertaking to this effect is to be submitted by the bidder).

Note:

- BFSI organizations include Banks, Mutual Funds and Insurance Companies
- Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when the AML decides, originals / certified copies should be shown for verification purpose. IDBI AML reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid ab-initio.

5. GUIDELINES FOR BIDDERS

1. The Bid consists of two parts namely **“Technical Bid”** & **“Commercial Bid”**.
2. One sealed envelope containing Technical Bid super scribed **“Technical Bid for RFP for Appointment of HR Consultant for formulating and implementing a performance management system”**. One sealed envelope containing Commercial Bid super scribed **“Commercial Bid for RFP for Appointment of HR Consultant for formulating and implementing a performance management system”** must be put together in a bigger envelope, sealed and submitted as aforementioned. The Bidder shall submit Only One Original set of the Bid.
3. The bid response must be duly addressed to A.V.P., Human Resources Department, IDBI Asset Management Limited, 05th Floor, Mafatlal Centre, Nariman Point, Mumbai - 400 021. ONLY Hard copies of the bids must be submitted at IDBI AML office. Bids submitted via email/electronically will be rejected.
4. The Bidder must submit a certificate of undertaking on its official letter-head duly signed by its authorized signatory confirming the acceptance of all the terms & conditions contained in and spread throughout this Bid Document.

5. IDBI AML reserves the right to summarily accept or reject in part or full any or all the Bids without assigning any reason whatsoever. Any decision of IDBI AML in this regard shall be final, conclusive and binding on the Bidder.
6. Decision as to any arithmetical error, manifest or otherwise in the response to Bid Document shall be decided at the sole discretion of IDBI AML and shall be binding on the Bidder. Any decision of IDBI AML in this regard shall be final, conclusive and binding on the Bidder.
7. IDBI AML reserves the right to re-issue / re-commence the entire bid process in case of any anomaly, irregularity or discrepancy in regard thereof. Any decision of IDBI AML in this regard shall be final, conclusive and binding on the Bidder.
8. Modification to the Bid Document, if any, will be made available as an addendum on IDBI AML website and / or emailed to the prospective Bidders.
9. All notices regarding corrigenda, addenda, amendments, time-extension, clarification, response to bidders' queries etc., if any to this RFP, will not be published through any advertisement in newspapers or any other mass media. Prospective bidders shall regularly visit IDBI AML website to get themselves updated on changes / development in relation to this RFP.
10. The Bid Documents may be downloaded from our website www.idbibmutual.co.in and the duly filled applications along with supporting documents be submitted at the address mentioned in the Document Control sheet.
11. If a holiday is declared on any of the dates mentioned above, the Bids shall be received /opened on the next working day at the same timings specified above
12. Successful Bidder(s) would be required to sign along with the agreement, other forms contained in the Bid Document with IDBI AML, at Mumbai.
13. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the agreements. IDBI AML shall not be responsible or liable for reimbursing/compensating these costs and expenses.
14. Quotations contained in the Bids shall remain valid for a period of 180 days from the date of submission of the Bid in response to the RFP.
15. Prices quoted should be exclusive of taxes as may be applicable. The Commercial bid shall be on a fixed price basis, exclusive of all taxes and levies at site as mentioned above. The fixed price includes travel/ lodging/ boarding/ local conveyance etc.
16. Applicable taxes would be deducted at source, if any, as per prevailing rates.
17. The Bid Price quoted is to be written in words as well as figures and in case of discrepancies between the price written in words and price written in figures, the price written in words shall be considered to be correct. Total cost should be given by the bidder in round off format. Decimal format is not acceptable.

18. IDBI AML will not be obliged to meet and have discussions with any Bidder and/ or to entertain any representations in this regard.
19. During the period of evaluation, Bidders may be asked to provide additional details and explanations about information they have provided in the proposals. Bidders should respond to such requests within the time frame indicated in the letter/e-mail seeking the explanation.
20. IDBI AML's decision in respect to evaluation methodology and short-listing Bidders will be final and no claims whatsoever in this respect will be entertained.
21. The Bids received and accepted will be evaluated by IDBI AML on a Techno-Commercial basis. However, IDBI AML does not bind itself to accept any Bid, lowest or otherwise, and reserves the right to reject any or all bids at any point of time prior to the order without assigning any reasons whatsoever.
22. IDBI AML reserves the right to relax the eligibility criteria and any other terms and conditions of this RFP as deemed fit.
23. The relevance of the Bids to the requirements of this RFP will be determined on the basis of whether it contains all documents or information specifically called for in this RFP document. A proposal determined not relevant will be rejected by IDBI AML and despite any correction by the Bidder of the non-conforming item(s), may not be considered relevant by IDBI AML.
24. Apart from the above, the company profile, past experience and performance track record of the Bidder in the area of the assignment, methodology to be adopted to carry out the assignment, delivery schedule, service support, price, details of the team proposed for the assignment etc. shall be some of the important criteria in selecting the bidder.
25. The Bids will be evaluated both on the Technical and Commercial merits and IDBI AML's decision in this regard shall be binding, final and conclusive.
26. In case only one application is received/ no competitive applications are received, IDBI AML shall have the sole right to scrap the RFP process or to appoint the said sole applicant or act/ take steps as per the direction of the competent authority.

6. PAYMENT TERMS

1. No advance payment will be made on award of the agreement.
2. Payment will be made upon successful completion of the assignment, to the satisfaction of IDBI AML.
3. All payments shall be subject to TDS, if any, as per the tax rules at the time of Payment.
4. It may be noted IDBI AML will not pay any amount/expenses/charges/fees/travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the "Agreed Professional Fee".

SECTION – 2

1. PROCEDURE FOR SUBMISSION OF BIDS

1.1. Before bidding, the Bidders are requested to carefully examine the Bid Documents and the terms and conditions of the agreement thereof, and if there appears to be any ambiguity, gap(s) and/or discrepancy between any of the Bid Documents they should forthwith refer the matter to IDBI AML for necessary clarifications and / or confirmation.

1.2. The Bidder shall complete in all respects, form(s) annexed to the Bid Documents, quote the prices, furnish the information called for therein, and sign with date and stamp each of the documents in the relevant space provided therein for the purpose. The Bidder shall initial each page of the Bid Documents.

1.3. The Bid shall be properly signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the duly authorized officers and supported by requisite internal corporate authorizations.

1.4. The Bid shall contain the full name, address, telephone no.(mobile no and landline), fax no. and E-mail ID, if any, of Bidder for facilitating communications including notices to be given to the Bidder in connection with the Bid transaction and also to enable the Bids to be returned unopened in case it is declared "Late". No indications pertaining to price, financial or commercial terms are to be made on the envelopes.

1.5. The Bid forms and the Documents attached to it shall not be detached or removed one from the other and no alteration(s) or mutilation(s) (other than filling in all the blank spaces) shall be made in any of the Bid Documents attached thereto. Any alterations or changes to the entries in the attached documents shall be requested by a separate covering letter, in the absence of which it shall be rejected. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

1.6. The Bidder shall bear all costs for the preparation and submission of the Bid Documents. IDBI AML shall not be responsible or liable for reimbursing/compensating these costs, regardless of the conduct or outcome of the bidding process.

1.7. The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and strictly confidential.

1.8. IDBI AML reserves the right to adjust arithmetical or other errors in the bid, in the manner in which IDBI AML considers appropriate or deems fit. Any adjustments so made by IDBI AML shall be stated to the Bidder, if IDBI AML makes an offer to accept his bid. The final decision as to any error manifest or otherwise shall be at the sole discretion of IDBI AML and shall be final, conclusive and binding on the Bidder.

1.9. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and IDBI AML and supporting documents and printed literature shall be in English.

1.10. The Bidder shall submit their offers in accordance with the terms and conditions of the Bid Documents. Any Bid, which stipulates conditions contrary to the terms and conditions given in the Bid Documents, shall be rejected. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

1.11. IDBI AML is not bound to accept the lowest or any Bid and has the right to reject any Bid without assigning any reason whatsoever. IDBI AML also reserves the right to re-issue/re-commence the Bid/bid process. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

1.12. The Technical Bid shall contain no financial/commercial details. Proposals with Technical Bid containing prices shall be rejected outright. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

1.13. The Bidder is expected to examine and follow all instructions, forms, terms & conditions, and scope of work in the Bid Document. Failure to furnish complete information in all respects required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid by IDBI AML. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

1.14. IDBI AML reserves the sole right to itself for including any addendum to this entire bid process. The Bidders shall not claim as a right for requiring IDBI AML to do the aforesaid.

1.15. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.

1.16. The Bid should be a complete document and should be bound as a volume. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

1.17. Each page should be stamped and initialed by authorized signatory.

1.18. The Bidders shall seal and mark the Bid accordingly.

1.19. All the envelopes must be super-scribed with the following information:

1.19.1. Type of bid (Technical or Commercial)

1.19.2. Reference Number (IDBI AML/HR/RFP/2017-18/001)

1.19.3. Due Date

- 1.19.4. Name of Bidder
- 1.19.5. Name of the Authorized Person/Mobile Number of the bidding entity.
- 1.20. All Schedules, Formats and Annexures should be stamped and signed by the authorized signatory of the Bidder.
- 1.21. One sealed envelope containing Technical Bid super scribed “**Technical Bid for RFP for Appointment of HR Consultant for formulating and implementing a performance management system**” & One sealed envelope containing Commercial Bid super scribed “**Commercial Bid for RFP for Appointment of HR Consultant for formulating and implementing a performance management system**” must be put together in a bigger envelope, sealed and submitted as aforementioned. The Bidder shall submit Only One Original set of the Bid.
- 1.22. ENVELOPE-I (Technical Bid): The Technical Bid should be complete in all respects and contain all information asked for, except prices. The Technical bid should not contain any price information. The Technical Bid should be complete and should be submitted in the specified format only (**Section 4- Annexure C**)
- 1.23. ENVELOPE-II (Commercial Bid): The Commercial Bid should give all relevant price information. The Commercial Bid should be submitted in the specified format only.(**Section 4 – Annexure B**)
- 1.24. If the outer cover of the Bid is not sealed and marked appropriately, IDBI AML will assume no responsibility for the bid's misplacement or premature opening.

2. DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

The following inter-alia has to be submitted by all the Bidders. The Technical bid must be made in an organized, structured and neat manner. The bidder has to submit a hard copy of the entire proposal to IDBI AML at the address provided.

- 2.1. The technical bid document shall be organized and submitted as per the following sequence:
- i. Bidder’s profile with compliance (**Section 4 -Annexure A**) with Bid forms **Technical Bid (Section 4 -Annexure C) & Commercial Bid (Section 4 -Annexure B)**
 - ii. Team Profile (**Section 4-Annexure D**) along with relevant supporting documents
 - iii. Undertaking that bidder complies with/accepts all terms & conditions stipulated in the RFP without any deviations.
 - iv. Technical proposal detailing the scope, approach and deliverables for the scope of work specified in the document
 - v. Fulfillment of Eligibility Criteria (**Section 5 – Annexure 1**)

- vi. Self –declarations (**Section 4 – Annexure F**)
- vii. Certified true copy of Board Resolution along with Power of Attorney (POA), if stipulated, authorizing the signatory to sign all documents in respect of RFP including the Commercial Bid.
- viii. Constitutional Documents including PAN etc.

2.2. The above details are mandatory, without which the Bids are liable to be rejected. **The list of documents in the technical bid should be strictly as per “Section 5 -Annexure 2” stipulated in the RFP.**

Technical proposal should contain information required to evaluate the capability of the consultant to carry out the Human Resources assessment and strategy. The technical proposals, among other things, should contain the following:

1. Methodology/Approach document proposed for accomplishing the proposed strategy.
2. Details of Professional qualifications and experience of the key staff proposed/ identified for this assignment.

3. CLARIFICATION OF BID DOCUMENT

3.1. Any prospective Bidder requiring clarification of the Bid Document may notify IDBI AML in writing at the email address at rfpresponse@idbimutual.co.in. IDBI AML will respond by email, to any request for clarification of the Bid Document, received not later than the dates prescribed in Document Control Sheet.

3.2. It may be noted that notice regarding corrigenda, addenda, amendments, time-extensions, clarifications, response to bidders’ queries etc., if any to RFP, will not be published through any advertisement in newspapers or any other media. Prospective bidders shall have to regularly visit IDBI AML’s website to get them updated on any changes / development in relation to this RFP.

3.3. The queries of all the bidders should reach in writing or by e-mail as per tender schedule, on the address as mentioned above. It may be noted that no queries of any bidder received after the specified date shall be entertained. The clarifications will be posted on IDBI AML’s Website.

4. LANGUAGE OF BIDS

The Bids prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and IDBI AML, shall be written in the English language only.

5. BID PRICES

5.1. The prices quoted should be written both in figures and words. In case of any discrepancy, the price mentioned in words will be treated as correct and will be relied upon.

5.2. The prices quoted will be exclusive of taxes as applicable.

5.3. The total price quoted must be inclusive of cost of resources and providing services during the service period.

5.4. The rate quoted for the services and facilities provided by the consultant should be valid for the period of 180 days.

5.5. In the absence of above information a Bid may be considered incomplete and summarily rejected. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

5.6. Bidder shall carry out the supply and implementation of the solution strictly in accordance with the requirements detailed under the Scope of Work of the Bid Document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid Document and to complete the work duly operable and safe as per the best industry practice.

6. BIDDER QUALIFICATION

6.1. The "Bidder" as used in the Bid Documents shall mean the one who has signed the Bid Form. The Bidder may be either the Principal Officer or his duly Authorized Representative. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.

6.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as Constituted Attorney of the firm / company.

6.3. The Bidder shall sign the bid with the exact name of the firm to whom the agreement is to be issued. Each bid shall be signed by a duly authorized officer.

6.4. The Bidder shall clearly indicate their legal constitution and the person signing the Bid shall state his capacity and also source of his ability to bind the bidder.

6.5. The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Bid. IDBI AML may reject outright any Bid not supported by adequate proof of the signatory's authority.

7. PERIOD OF VALIDITY OF BIDS

7.1. Bids should be valid for **180 (One hundred and Eighty) days from the last date for submission**. A Bid valid for a shorter period may be rejected by IDBI AML as non-responsive. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder. The validity period is required to hold the prices till the selection of the vendor for entering into a rate agreement.

7.2. In exceptional circumstances, IDBI AML may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be permitted to modify its Bid. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

8. FORMAT AND SIGNING OF BID

- 8.1. The Bidder shall submit only one original set of the Bid.
- 8.2. The original shall be signed by the person or persons duly authorized to bind the Bidder to the agreement.
- 8.3. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the authorized person or persons signing the Bid.
- 8.4. The Bid should be a complete document and should be bound as a volume. The order of documents in the technical bid should be strictly as per **Section 5 - Annexure-2** at the end of this RFP.
- 8.5. The document should be printed on one side only with page numbers and appropriately flagged and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.
- 8.6. Each page should be stamped and initialed by authorized signatory.
- 8.7. The Bidders shall seal and mark the Bid accordingly.
- 8.8. If the outer cover of the Bid is not sealed and marked appropriately, IDBI AML will assume no responsibility for the bid's misplacement or premature opening.

9. LOCAL CONDITIONS

The Bidder and any of their personnel or agents / subcontractors will be granted permission by IDBI AML to enter upon its premises for the purpose of understanding the organization but only upon the express condition that the Bidder, their personnel and agents/ shall keep all information pertaining to IDBI AML confidential.

10. LAST DATE FOR RECEIPT OF BIDS

- 10.1. Bids will be received by IDBI AML on or before the date / time and at the address specified in the Document Control Sheet.
- 10.2. In the event of the specified date for the receipt of Bids being declared a holiday for IDBI AML, the Bids will be received up to the appointed time on the immediate next working day.

11. LATE BIDS

Any bid received by IDBI AML after the last date for receipt of bids prescribed by IDBI AML, will be rejected and/or returned unopened to the Bidder. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1. The Bidder may submit the revised bid or withdraw its Bid after the Bid's submission but before the last date of submission of Bid as per Document control sheet duly signed by the authorised signatory, provided that written notice of the modification or withdrawal is received by IDBI AML prior to the last date prescribed for submission of Bids and subsequently IDBI AML agrees to such request.

12.2. The Bidder should submit its modified Bid in wholesome as a replacement of its previous Bid.

12.3. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this document.

12.4. No Bid may be modified subsequent to the last date for receipt of Bids.

12.5. No Bid may be withdrawn in the interval between the last date for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid.

13. ADDRESS FOR CORRESPONDENCE

The Bidder shall designate the official mailing address, email id and phone number to which all correspondence shall be sent by IDBI AML.

14. OPENING OF BIDS

14.1. Opening of Technical Bids: IDBI AML will open the Technical Bids of the bidders, in the presence of Bidders' authorized representatives, who choose to attend the Technical Bid opening at the time and location mentioned in the Document control sheet. Bidders' authorized representatives, who are present, shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for IDBI AML, the Bids shall be opened at the appointed time and location on the next working day or any other day, if so declared by IDBI AML and informed by e-mail or fax or letter or communication posted on the website of IDBI AML.

14.2. Announcement of Bids: The Bidder's name, Bid modifications or withdrawals and such other details as IDBI AML at its sole discretion may consider appropriate, will be announced at the opening of bids.

14.3. Bids not considered for evaluation: Bids that are rejected during the Bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

14.4. Opening of Commercial Bids: On the basis of information furnished in the Technical Bid, Bidders will be qualified and shortlisted.

14.5. Commercial Bids will be opened and kept on IDBI AML's records.

14.6. Bidders' authorized representatives will not be invited at the time of opening of the Commercial Bids. Further, the details of Commercial Bids submitted by the Bidder(s) will not be announced by IDBI AML.

15. CLARIFICATIONS

When deemed necessary, IDBI AML may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

16. CONTACTING IDBI AML

16.1. No Bidder shall contact IDBI AML on any matter relating to its Bid, from the time of the Bid opening to the time the agreement is awarded to successful bidder(s).

16.2. Any effort by a Bidder to influence IDBI AML's Bid evaluation, Bid comparison or agreement award decisions may result in the rejection of the Bid.

17. EVALUATION AND COMPARISON OF BIDS

1. Preliminary check

- i. The RFP document will not be construed as any agreement or arrangement which may result from the issue of this RFP document or any investigation or review carried out by any Bidder. The Bidder acknowledges by submitting their response to this RFP document that it has not relied on any information, representation, or warranty given in this RFP document.
- ii. IDBI AML will examine the Bids to determine whether they are complete, whether any computational/arithmetical errors have been made, whether the Bid Documents have been properly signed, and whether the Bids are generally in order.
- iii. A Bid determined as not substantially responsive will be rejected by IDBI AML and may not subsequently be made responsive by the Bidder by correction of the nonconformity. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.
- iv. IDBI AML may waive any minor informality or nonconformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.
- v. IDBI AML reserves the right to accept or reject in full any or all the Bids without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for IDBI AML's action. Any decision of IDBI AML in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.
- vi. IDBI AML reserves the right to re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for IDBI AML's action. IDBI AML shall not be bound to give any reasons or explain the rationale for its actions / decisions to annul or abandon or cancel the bid process. IDBI AML further reserves the right to re-issue /re-commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of IDBI AML in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned / challenged by the Bidder.

2. Technical Bid evaluation – Envelope -I

- i. A screening committee constituted by IDBI AML for the purpose of selection of the successful Bidder, would evaluate Bids.
- ii. Technical Bid should be complete in all respects and contain all information asked for, except price information.
- iii. The proposals will be evaluated in two stages. In the first stage, i.e. Technical Evaluation, of the Bidders will be done. In the second stage, the commercial bids would be evaluated.

Each Bidder acknowledges and accepts that IDBI AML may, in its absolute discretion, apply whatever criteria it deems appropriate in the selection of vendor.

- iv. The Technical Bid should necessarily contain all Technical details and other terms and condition of RFP. Bidder's proposal should conform to the format and chronology of the contents of the technical bid as listed out under **Section 5 -Annexure 2** of the RFP. Proposals not conforming to the specifications may be rejected summarily. Any incomplete or ambiguous terms/conditions will disqualify the offer.
- v. IDBI AML may at its sole discretion seek clarifications/ additional information from the bidders during the evaluation of Technical Bids.

Techno - Commercial Evaluation – (Based on the Technical scores and Commercial Scores)

The winning bidder will be decided on the basis of the Techno-Commercial evaluation.

IDBI AML's decision in respect to evaluation methodology will be final and binding and no claims whatsoever in this respect will be entertained.

IDBI AML also reserves the right to re-issue / re-commence / cancel/ scrap the Bid/Bid process. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidders. IDBI AML shall not incur any liability whatsoever to the bidder(s) on account of any action taken by IDBI AMC while exercising its rights mentioned hereinabove. IDBI AML shall not be obliged to inform the bidder(s) of the grounds for IDBI AML's rejection/ re-issue / re-commencement / cancellation/ scrapping of the Bid/Bid process

IDBI AML reserves the right to accept / reject any bid and to annul the Bid process at any time prior to award of agreement, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IDBI AML's action. Any decision in this regard by IDBI AML shall be final, conclusive and binding on the Bidder.

18. ACCEPTANCE OF BID

Prior to the expiration of the period of Bid validity, IDBI AML will notify the Successful Bidder in writing, that its bid has been accepted and that the agreement has been awarded.

19. EXECUTION OF LEGAL DOCUMENTS (AGREEMENT, etc.)

21.1. After IDBI AML notifies the Successful Bidder that its bid has been accepted; the Bidder shall sign the agreement in the format enclosed as **Annexure H** and complete the execution of all other legal documents immediately as per this RFP.

21.2. The signing of agreement should be accompanied by the submission of any other document as stipulated by IDBI AML.

21.3. The agreement form and all other documents (Refer Section-5) would be stamped signed and executed at Mumbai only and all the documentation process shall be completed within 2 weeks of receipt of notification of award of agreement.

21.4. Payment of stamp duty would be as per laws applicable in the State of Maharashtra.

21.5. The Bidder shall bear all costs and expenses for the execution, stamp duty and submission of the agreement and agreements. IDBI AML shall not be responsible or liable for reimbursing / compensating these costs and expenses.

21.6. The incidental expenses of execution of the agreement as well as the conditions stipulated in the agreement shall be strictly adhered to and any breach / violation thereof shall entail termination of the agreement without prejudice to the other right of IDBI AML including but not limited to the right to levy / impose and recover penalties as specified in this RFP or agreement.

21.7. The detailed process / procedure for execution of the agreement and other documents will be shared with the successful bidder.

SECTION – 3

1. DEFINITIONS

In this RFP / Bid Document / Agreement, the following terms shall have the following meanings and shall be interpreted accordingly:

"The Agreement" means the agreement entered into between IDBI AML and the Bidder as recorded in the agreement form duly signed by the Parties, including all annexure, schedules, exhibits, supplements, appendices, amendments, revisions, notations and modifications thereof for **"Formulating and implementing a performance management system and incentive structure"** of IDBI AML as inclusively stated under Scope of work (**Section 1**).

- 1.1. "Successful Bidder" or "Vendor" means any firm / company, etc., to whom work has been awarded and whose Bid has been accepted by Purchaser and shall include its authorized representatives, successors and permitted assignees.
- 1.2. "Purchaser" means IDBI AML Limited including its successors and assigns.
- 1.3. "Contract Price" means the price/compensation payable to the Successful Bidder under and in accordance with the agreement for the due performance and observance of its contractual obligations under and in accordance with the agreement.
- 1.4. "Service(s)" means all the services, which the Bidder is required to provide and/or procure to the Purchaser under and in accordance with the agreement.
- 1.5. "Service Period" means the period of 1 month commencing from the date of execution of the agreement.
- 1.6. In case of a difference of opinion on the part of the Bidder in comprehending or interpreting any clause / provision of the Bid Document after submission of the Bid, the interpretation by Purchaser and decision of Purchaser in this behalf shall be final, conclusive and binding on the Bidder.
- 1.7. "Acceptance of Bid" means the letter/email or any memorandum communicating to the Bidder the acceptance of its Bid.
- 1.8. "Business Day" means a day other than a Saturday or Sunday and a public holiday (as per the official holidays observed by IDBI AML).
- 1.9. ""Confidential Information" means any information sought within the scope of RFP.
- 1.10. "Document" means any embodiment of any text or image howsoever recorded and includes any data, text, images, sound, voice, codes, computer programs, software and / or databases or microfilm or computer generated microfiche or similar device.
- 1.11. "Intellectual Property Rights" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this agreement and the right to ownership and registration of these rights.
- 1.12. "Parties" means the Purchaser and the Bidder and "Party" means either of the Parties.
- 1.13. "Site" means the location where the **"Consultant appointed for formulating and implementing a performance management system"** are to be delivered and commissioned or places approved by the Purchaser for the purposes of the agreement together with any other places designated in the agreement as forming part of the Site.

2. INTERPRETATION

In this agreement unless a contrary intention is evident:

- 2.1. The clause headings are for convenient reference(s) only and do not form part of this agreement;
- 2.2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 2.3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this agreement including any amendments or modifications to the same from time to time;
- 2.4. A word in the singular includes the plural and a word in the plural includes the singular;
- 2.5. A word importing a gender includes any other gender;
- 2.6. A reference to a person includes a partnership and a body corporate;
- 2.7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
- 2.8. Where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 2.9. Reasonability and materiality of "doubt" and "controversy" shall be at the discretion of IDBI AML
- 2.10. The words not expressly defined herein shall have meanings ascribed to them in the General Clauses Act, 1897.

3. USE OF AGREEMENT DOCUMENTS AND INFORMATION

3.1. The Successful Bidder shall treat all documents, information, data and communication of and with Purchaser as privileged and confidential and shall be bound by the terms and conditions of the Non-Disclosure Agreement, draft of which is given in **Section-4 -Annexure G**. The Successful Bidder shall execute this Non-Disclosure Agreement simultaneously at the time of execution of this agreement. The Successful Bidder shall not, without Purchaser's prior written consent, disclose the agreement, or any provision thereof, or any specification, plan, sample or information or data or drawings / designs furnished by or on behalf of Purchaser in connection therewith, to any person other than a person employed by the Bidder in the performance of the agreement. Disclosure to any such employed person shall be made in utmost confidence and shall extend only so far as may be necessary and relevant for purpose of such performance and shall be subject to the terms and conditions of the Non-Disclosure Agreement.

3.2. The Bidder shall not, without Purchaser's prior written consent, make use of any document, data or information etc., enumerated in this Bid Documents save and except for due performance and observance of the agreement.

3.3. Any document, other than the agreement itself, enumerated in this Bid Documents shall remain the property of Purchaser and shall be returned (in all copies) to Purchaser on completion of the Bidder's performance under and in accordance with the agreement, if so required by Purchaser.

4. AGREEMENT AMENDMENTS

No variation in or modification of the terms of the agreement shall be made and be valid unless, except by prior written amendment after obtaining prior written approval from both the Parties and shall be signed by the Parties.

5. DELAYS IN THE BIDDER'S PERFORMANCE

5.1. Implementation of the Human Resources Management Strategy shall be made by the Successful Bidder strictly in accordance with the time schedule prescribed by IDBI AML. Time is of the essence of agreement.

5.2. If at any time during the performance of the agreement, the Successful Bidder encounters conditions / situations impeding timely implementation of project, the Successful Bidder shall promptly notify IDBI AML in writing of the fact of the delay, its likely duration and the cause(s) thereof. After receipt of the Successful Bidder's notice, IDBI AML shall at the earliest evaluate the condition/ situation, and consider, extending the Successful Bidder's time for performance, with or without non-performance penalty, in such case, the extension shall be ratified by the Parties by written amendment of the agreement.

5.3. A delay by the Successful Bidder in the performance of its agreement obligations shall render the Successful Bidder liable to any or all the following sanctions:

5.3.1. Non-Performance Penalty

5.3.2. Termination of the agreement for default

6. NON –PERFORMANCE PENALTY

6.1. If the selected bidder fails to complete the due performance of the agreement in accordance with the specifications and conditions agreed during the final agreement, IDBI AML reserves the right to recover penalty @ 0.5% of the contract value per week or part thereof, subject to a maximum of 10% of contract value for non-performance/delayed performance. However IDBI AML may at its sole discretion provide a cure to the vendor considering the quantum of work completed, the delay involved etc. IDBI AML shall have the sole discretion in adjudging such failure/breach and such finding shall be unimpeachable. Penalty is not applicable for reasons attributable to IDBI AML and Force Majeure. However, it is the responsibility of the bidder to prove that the delay is attributed to IDBI AML or Force Majeure.

6.2. IDBI AML reserves the right to waive the non-performance penalties.

7. FORCE MAJEURE

7.1. Notwithstanding the provisions of this RFP the bidder shall not be non-performance penalties or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

7.2. For purpose of this Clause "Force Majeure" means any failure or delay by selected bidder or IDBI AML in the performance of its obligations, to the extent due to any failure or delay caused by fire, flood ,earthquake or similar elements of nature ,or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions ,acts of governmental authorities or other events beyond the reasonable control of non-performing party ,is not a default or a ground for termination. The affected party shall notify the other party within reasonable time period of the occurrence of a Force Majeure Event.

7.3. IDBI AML may terminate the Agreement, by giving a written notice of minimum 7(seven) days to the bidder, if as a result of Force Majeure the Vendor is unable to perform a material portion of the Service(s) for a period of more than 45 (Forty Five) days.

"Force Majeure Event" means any event or circumstance or a combination of events and circumstances which satisfies all the following conditions:

- (a) materially and adversely affects the performance of obligations under the agreement;
- (b) are beyond the reasonable control of the Bidder;
- (c) Bidder could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill and care; and
- (d) Do not result from the negligence or misconduct of Bidder or the failure of the Bidder to perform its obligations under the agreement.

8. DISPUTE RESOLUTION

8.1. The Parties shall use their best efforts to amicably settle all disputes arising out of or in connection with this agreement in the following manner:

9.1.1 The Party raising the dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within 10 (ten) days of receipt of the notice.

9.1.2 The matter will be referred for negotiation between the senior representative of the IDBI AML and the Vendor immediately. The matter shall then be resolved by them and the agreed course of action documented within a further period of 10 (ten) days.

8.2. The Parties agree that any dispute between the Parties, which cannot be settled by negotiation in the manner, described above, may be resolved exclusively by arbitration and such

dispute may be submitted by either party to arbitration within thirty (30) days of the failure of negotiations. Arbitration shall be held in Mumbai, India and conducted in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one (1) arbitrator each and the two (2) arbitrators shall jointly appoint the third or the presiding arbitrator. The arbitration proceedings shall be conducted in the English language and the order shall be in English Language. Subject to the above, the courts of law at Mumbai alone shall have the jurisdiction in respect of all matters connected with the agreement. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

8.3. The Vendor shall not be entitled to suspend the provision of the Services or the completion of the job, pending resolution of any disputes between the Parties and shall continue to render the Services in accordance with the provisions of the agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

9. ADDRESSES FOR NOTICES

9.1. All notices, requests, consents, waivers or other communication required or permitted hereunder shall be in writing and shall be deemed properly served: (i) if delivered by hand and received by an authorized employee or officer of the Party, or (iii) 14 (fourteen) days after the date of dispatch by certified or registered mail, postage prepaid, return receipt requested; (iv) when sent by electronic mail. All notices and other communication shall be addressed as follows:

In the case of Purchaser	IDBI Asset Management Limited 5 th Floor, Mafatlal Centre, Nariman Point Mumbai – 400021 Email: rfpresponse@idbimutual.co.in Attn: Mr. Pradyumn Khare Email: Pradyumn.khare@idbimutual.co.in
In the case of the bidder	<..... company name & Address > Attn: Mr./Ms..... Tel: +91- Email:.....

9.2. A party may change its address and/or addressee for notification purposes at any time during the term hereof by giving the other Party written notice in accordance with the terms hereof and the date on which such change will become effective.

10. TAXES AND DUTIES

10.1. The Bidder shall be liable to pay all applicable corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.

10.2. Wherever the laws and regulations require deduction of such taxes at the source of payment, Purchaser shall effect such deductions from the payment due to the Bidder. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by Purchaser as per the laws and regulations in force. Nothing in the agreement shall relieve the Bidder from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder in respect of this agreement.

11. SUCCESSFUL BIDDER'S INTEGRITY

The Successful Bidder is responsible for and obliged to conduct all contracted activities strictly in accordance with agreement using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the agreement.

12. SUCCESSFUL BIDDER'S OBLIGATIONS

12.1. The Successful Bidder is obliged to work closely with Purchaser's staff, act within its own authority and abide by directives / instructions issued by Purchaser from time to time. The Successful Bidder will abide by the job safety measures prevalent in India and will free / indemnify Purchaser from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Bidder's negligence. The Successful Bidder will pay all indemnities arising there from and will not hold Purchaser responsible or obligated.

12.2. The Successful Bidder would be required to provide requisite onsite support and to enable the Purchaser to meet the objectives of the strategy provided.

12.3. The Successful Bidder is responsible for managing the activities of its personnel and / or personnel working pursuant to its instructions and will hold itself responsible for any misdemeanors. The Successful Bidder will treat as confidential all data and information about Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of Purchaser.

13. SURVIVAL

13.1. Any provision of this agreement which, either expressly or by implication, survive the termination or expiration of this agreement, shall be complied with by the Parties including that of the

provisions of confidentiality, non-disclosure in the same manner as if the present agreement is valid and in force.

13.2. The provisions of the clauses of this agreement in relation to documents, data, processes, property, Intellectual Property Rights, publicity and confidentiality and ownership survive the expiry or termination of this agreement and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Bidder of its release from those obligations.

13.3. IDBI AML reserves the right to recover any dues payable by the Consultant from any amount outstanding to the credit of the Consultant, including the pending bills and or/adjusting Security Deposit/invoking Performance Penalty, if any under this agreement or any other agreement/order.

13.4. IDBI AML shall pay the Bidder any due till the date of termination, as per terms of this Agreement.

14. NO AGENCY

The Services of the Bidder herein shall not be construed as any agency of Purchaser and there shall be no principal agent relationship in this regard.

15. NO SET-OFF, COUNTER-CLAIM AND CROSS CLAIMS

In case the Bidder has any other business relationship with Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this agreement to the Bidder for any payments receivable under and in accordance with that business.

16. KEY PERFORMANCE MEASUREMENTS

Unless specified by the Purchaser to the contrary (in writing), the Bidder shall deliver the project and carry out the implementation under and in accordance with the terms of this RFP.

17. COMMENCEMENT AND PROGRESS

The Bidder shall proceed to carry out the Implementation of the project with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this RFP and shall meet the standards of good industry practice.

18. REPORTING PROGRESS

18.1. The Successful Bidder shall monitor progress of all the activities specified in the program of works and submit free of cost weekly progress report about various aspect of the works/Services to the Purchaser.

18.2. The submission for an approval by the Purchaser of such programme as the furnishing of such particulars shall not relieve the Bidder of any of his duties, obligations or responsibilities under the agreement.

18.3. In case during execution of work/Services the progress falls behind schedule then the Bidder should notify the Purchaser in writing about the same with proper causes for the delay and recovery procedures mentioned. Bidder shall deploy extra manpower, resources to make up the progress. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Bidder.

19. ADHERENCE TO PROCEDURES, RULES REGULATIONS AND RESTRICTION

19.1. Bidder shall comply with the provision of all laws including labour and industrial laws, rules, regulations and notifications issued there under from time to time. All labour and industrial laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this agreement and Bidder shall abide by these laws. The Bidder shall indemnify and keep indemnified and hold harmless the Purchaser for any loss, damage, claims, costs, charges, expenses, etc. arising out of and/or suffered on account of actions, litigations, proceedings, suits, arising out of breach of the above laws.

19.2. Bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable rules and instructions.

20. STATUTORY REQUIREMENTS

During the tenure of this agreement nothing shall be done by the Bidder in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, foreign exchange, etc., and shall keep Purchaser indemnified in this regard.

21. CONTRACT PRICES

21.1. Prices payable to the Bidder as stated in the agreement shall be firm and not subject to adjustment during performance of the agreement, irrespective of reasons whatsoever, including exchange rate fluctuations, changes in taxes, duties, levies, charges, etc.

21.2. Further, IDBI AML shall be entitled to make adjustment in the payment of Contract price in the event of levying penalty on the Successful Bidder.

22. DATA SECURITY

22.1. The Bidder and its personnel shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.

22.2. The Bidder personnel shall follow Purchaser's Data security policy and instructions in this behalf.

22.3. Bidder acknowledges that Purchaser's business data and other Purchaser proprietary information or materials, whether developed by Purchaser or being used by Purchaser pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary

information”) are confidential and proprietary to Purchaser; and Bidder agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Bidder to protect its own proprietary information. Bidder recognizes that the goodwill of Purchaser depends, among other things, upon Bidder keeping such proprietary information confidential and that unauthorized disclosure of the same by Bidder could damage Purchaser. By reason of Bidder’s duties and obligations hereunder, Bidder may come into possession of such proprietary information, even though Bidder does not take any direct part in or furnish the Services performed for the creation of said proprietary information and shall limit access thereto to employees with a need to such access to perform the Services required by this agreement. Bidder shall use such information only for the purpose of performing the Services.

22.4. Bidder shall, upon termination of this agreement for any reason, or upon demand by Purchaser, whichever is earliest, return any and all information provided to Bidder by Purchaser, including any copies or reproductions, both hardcopy and electronic.

23. OWNERSHIP AND RETENTION OF DOCUMENTS

23.1. The Purchaser shall own the documents, prepared by or for the Bidder arising out of or in connection with this agreement.

23.2. Forthwith upon expiry or earlier termination of this agreement and at any other time on demand by the Purchaser, the Bidder shall deliver to the Purchaser all documents provided by or originating from the Purchaser and all documents produced by or from or for the Bidder in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Bidder shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

24. REPRESENTATIONS AND WARRANTIES

In order to induce the Purchaser to enter into this agreement, the Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

24.1. That the selected Bidder is a company which has the requisite qualifications, skills, experience and expertise in providing consultancy and other services contemplated hereunder to third Parties, the technical know-how and the financial wherewithal, the power and the authority that would be required to successfully set up the required infrastructure and to enter into this agreement and provide /Strategy/Services sought by the Purchaser, under and in accordance with this agreement.

24.2. That the Selected bidder shall neither use nor display the name, logo or mark of IDBI AML (or any logo or mark similar thereto) in any manner whatsoever except with prior written approval of IDBI AML.

24.3. That the Bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Licenses/Strategy/Services under the agreement.

24.4. That the representations made by the Bidder in its Bid are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Agreement and the Bid Documents and unless the Purchaser specifies to the contrary, the Bidder shall be bound by all the terms of the Bid.

24.5. That the Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to perform its obligations under the Bid and this agreement.

24.6. That the Bidder shall use such assets of the Purchaser as the Purchaser may permit for the sole purpose of execution of its obligations under the terms of the Bid, Tender or this agreement. The Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.

24.7. That the Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software's and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Purchaser indemnified in relation thereto.

24.8. That all the representations and warranties as have been made by the Bidder with respect to its Bid and Agreement, are true and correct, and shall continue to remain true and correct through the term of this agreement.

24.9. That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

24.10. That there are – (a) no legal proceedings pending or threatened against Bidder or any sub Bidder/third party or its team which adversely affect/may affect performance under this agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against Bidder or any sub-Bidder / third part or its team members by any statutory or regulatory or investigative agencies..

24.11. That the Bidder has the corporate power to execute, deliver and perform the terms and provisions of this agreement and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the agreement.

24.12. That all conditions precedent under the agreement has been complied.

24.13. That neither the execution and delivery by the Bidder of the agreement nor the Bidder's compliance with or performance of the terms and provisions of the agreement (i) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement or instrument to which the Bidder is a Party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Bidder.

24.14. That the Bidder certifies that all registrations, recordings, filings and notarizations of the agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the agreement have been made.

24.15. That the Bidder confirms that there has not and shall not occur any execution, amendment or modification of any agreement without the prior written consent of the Purchaser, which may directly or indirectly have a bearing on the agreement or the project.

25. CONFIDENTIALITY

25.1. The Parties agree that they shall hold in trust any Confidential Information received by either Party, under this agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The Parties also agree:

- i. to maintain and use the Confidential Information only for the purposes of this agreement and only as permitted herein;
- ii. to only make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
- iii. to restrict access and disclosure of Confidential Information to such of their employees, agents, vendors, and Bidders strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause and

25.2. to treat Confidential Information as confidential perpetually from the date of receipt. In the event of earlier termination of this agreement, the Parties hereby agree to maintain the confidentiality of the Confidential Information.

25.3. Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 days of such disclosure. Confidential Information does not include information which:

- i. the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- ii. is independently developed by the recipient without breach of this agreement;
- iii. information in the public domain as a matter of law;
- iv. is received from a third party not subject to the obligation of confidentiality with respect to such information;
- v. is released from confidentiality with the written consent of the other party.

25.4. The recipient shall have the burden of proving that Clauses (i) or (ii) above are applicable to the information in the possession of the recipient.

25.5. Notwithstanding the foregoing, the Parties acknowledge that the nature of the services to be performed under this agreement may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to computer networks and databases of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder agrees that any technical or business or other information of the Purchaser that the Bidder's personnel, sub-Bidders, or agents acquire while on the Purchaser premises, or through access to the Purchaser computer systems or databases while on or off the Purchaser premises, shall be deemed Confidential Information.

25.6. Confidential Information shall at all times remain the sole and exclusive property of the disclosing Party. Upon termination of this agreement, Confidential Information shall be returned to the disclosing Party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the Parties. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Systems, Services, and Documents etc.

25.7. In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other Party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this agreement without the prior written consent of the other Party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving Party applies to its own similar confidential information but in no event less than reasonable care. **The obligations of this Clause shall survive the expiration, cancellation or termination of this Agreement.**

25.8. Our Respective confidentiality obligations under this agreement shall continue three years following the termination of the agreement.

26. TERMINATION

26.1. IDBI AML, by a 7 (seven) day written notice sent to the consultant, may terminate the agreement in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for IDBI AML's convenience, the extent to which performance of work under the agreement is terminated and the date upon which such termination becomes effective.

26.2. This agreement shall be terminated on completion of all services by the consultant or on completion of Term of Agreement whichever is later. IDBI AML reserves the right to cancel the agreement placed on the consultant after giving 7 (seven) days' notice in writing and recover expenditure incurred by IDBI AML in the following circumstances:

- a. The consultant commits a breach of any of the terms & conditions of the agreement.
- b. The consultant goes in to liquidation voluntarily or otherwise.

26.3. IDBI AML reserves the right to recover any dues payable by the Consultant from any amount outstanding to the credit of the Consultant, including pending bills and /or adjusting security deposit /invoking Performance Penalty, if any under this agreement or any other agreement/order.

26.4. IDBI AML shall pay the Consultant any dues till the date of termination, as per terms of this Agreement. The respective confidentiality obligations under this agreement shall continue perpetually.

The payments will be made for all services rendered up to the date the termination becomes effective, at the contracted terms and prices.

27. CONSEQUENCES OF TERMINATION

27.1. Nothing herein shall restrict the right of the Purchaser to pursue such other rights and/or remedies that may be available to the Purchaser under law or otherwise.

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

27.3. In the event of termination of this agreement for any reason whatsoever, IDBI AML shall have the right and it may publicize such termination to caution the customers/public from dealing with the Successful Bidder.

28. CANCELLATION OF AGREEMENT AND COMPENSATION

28.1. IDBI AML reserves the right to cancel the agreement of the selected bidder and recover expenditure incurred by IDBI AML on the following circumstances:

28.1.1. The selected bidder commits a breach of any of the terms and conditions of the bid/agreement.

28.1.2. The bidder goes into liquidation voluntarily or otherwise.

28.1.3. An attachment is levied or continues to be levied for a period of 7 days upon effects of the bid.

28.1.4. The progress regarding execution of the agreement, made by the selected bidder is found to be unsatisfactory.

28.1.5. If deductions on account of Performance Penalty exceeds more than 5% of the total contract price.

28.2. After the award of the agreement, if the selected bidder does not perform satisfactorily or delays execution of the agreement, IDBI AML reserves the right to get the balance agreement executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which IDBI AML may have to incur to carry out bidding process for the execution of the balance of the agreement. This clause is applicable, if for any reason, the agreement is cancelled.

28.3. IDBI AML reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Performance Penalty, if any, under this agreement or any other agreement/ order

29. NON ASSIGNMENT

Neither the agreement nor any rights granted under the agreement may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Consultant without advance written consent of IDBI AML and any such sale, lease, assignment or otherwise transfer shall be void and of no effect.

30. NON EMPLOYER-EMPLOYEE RELATIONSHIP

The Consultant or any of its holding / subsidiary / joint-venture / affiliate /group /client companies or any of their employees/officers/staff/personnel/representatives/agents shall not, under any circumstances, be deemed to have any employer-employee relationship with IDBI AML or any of its employees / officers / staff /representatives /personnel /agents. The relationship between IDBI AML and bidder shall not constitute any partnership but would be an arm's length relationship.

31. SUBCONTRACTING

The Bidder will not subcontract or delegate or permit anyone other than the Bidder personnel to perform any of the work, service or other performance required of the Bidder under this agreement without the prior written consent of IDBI AML and IDBI AML's decision in this regard will be final and acceptable to the bidder.

32. ENTIRE AGREEMENT

The terms and conditions laid down in the Bid and all annexure thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this agreement. This agreement supersedes any prior agreement, understanding or representation of the Parties on the subject matter.

33. GOVERNING LAW

This agreement shall be governed in accordance with the laws of India.

34. JURISDICTION OF COURTS

The courts at Mumbai shall have exclusive jurisdiction to determine any proceeding in relation to this agreement. These provisions shall survive the agreement.

35. "NO CLAIM" CERTIFICATE

35.1. The Bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this agreement, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works, Services/Systems are finally accepted.

35.2. In case the Bidder has any other business relationship with the Purchaser, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this agreement to the Bidder for any payments receivable under and in accordance with that business.

36. COMPLETION OF AGREEMENT

36.1 Unless terminated earlier, the agreement shall terminate on the successful completion of the Service Period as specified in the agreement.

36.2 It is expressly agreed that nothing stated herein above shall in any way release or discharge the Bidder from any warranty or other obligations / liabilities under and in accordance with this agreement.

39. LIMITATION OF LIABILITY:

Notwithstanding anything contained in the RFP, If the Bidder fails to complete the entire agreement before the scheduled completion date or the extended date or if Bidder repudiates the agreement before completion of the Services, IDBI AML may be entitled to damages from Bidder. Bidder's aggregate liability under such circumstances shall be subject to an overall limit of 100% of the Total Contract value.

SECTION 4

ANNEXURE A- BIDDER'S PROFILE

RFP Reference no. IDBI AML/HR/RFP/16-17/001

No.	Particulars	Details to be furnished by the bidder
1	Name of the Bidder	
2	Type of organization & Year of Incorporation/Registration	Certificate of Registration/Incorporation
3	Year of establishment and constitution.	Certified copy of "Partnership Deed" or "Certificate of Incorporation should be submitted as the case may be.
4	Location of Registered office/ Corporate office and address	
5	Correspondence/Mailing address of the bidder at Mumbai with Contact person name/s, Telephone and Mobile nos.	
6	Name, Designation and contact details including email, of the person authorized to sign the Bid/Proposal and all other documents incidental to the RFP.	Certified True copy of the Board Resolution to this effect to be submitted.
7	Escalation Matrix for the purpose of RFP	
8	Names and Designations of the persons authorized to make commitments to IDBI AML.	Certified copy of the Power of an Attorney.
9	Details of prior experience in performing end to end consultancy services for similar assignments	As per details mentioned below
10	Whether documents regarding bidder's proposed methodology/approach for providing Services to IDBI AML with specific reference to the scope of work has been submitted .	Yes /No.

Note: - Kindly submit the details in below format for point no. 10

S.no.	No of clients in BFSI giving segment wise break up*	Work Description	client Ref. letter attached (Y/N)



* **Single Point of Contact** - The selected bidder should have a local office in India and has to provide details of single point to contact viz. Name, designation address, e-mail address, telephone/mobile no. etc.

Place:

Date:

Seal & Signature of the Bidder

ANNEXURE B- COMMERCIAL BID FORM

The Commercial Bid should contain the Total project cost. IDBI AML will not provide any reimbursement for travelling, Lodging / boarding, local conveyance or any other related expenses. The bidder should specify any other charges required. The bidder has to quote for the fees based on the scope of work outlined in Section 1- Scope of work. All commercials quoted shall be exclusive of applicable taxes and on a fixed price basis.

The commercial bids have to be provided in the form and manner given below:

ANNEXURE B - Commercial Bid

Sub : RFP for Appointment of Consultant for IDBI AML for formulating and implementing a performance management system

Project Reference No : IDBI AML/HR / RFP/2017 -18/001

Summary:

Scope Items:

Note:

- The base location for the project execution would be at Mumbai
- Fee is payable only on actual availing of services and no minimum or fixed fees are payable
- The commercial Bid shall be on a fixed price basis, exclusive of all taxes and levies at site as mentioned above. The fixed price includes travel/lodging/boarding/local conveyance etc.
- It may be noted that IDBI AML will not pay any amount/expenses/charges/fees/travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the " Agreed Professional Fee". However, Consultant, if required by IDBI AML, has to travel to our offices located in and outside Mumbai. No separate reimbursement towards travel and other expense shall be made by IDBI AML.

- Sign
- Name of the signatory
- Designation
- Company Seal.

Place:

Date:

ANNEXURE C- TECHNICAL BID FORM

(To be included in Technical Bid Envelope)

Date:

The A.V.P,
Human Resources
IDBI Asset Management Limited
5th Floor, Mafatlal Centre,
Nariman Point, Mumbai -21

Dear Sir,

Sub : RFP for appointment of consultant for IDBI AML for formulating and implementing a performance management system Project Reference No : IDBI AML/HR / RFP/2017-18/001

After going through the Bid Documents, the receipt whereof is hereby duly acknowledged, we the undersigned, unconditionally and irrevocably offer to provide services in conformity with the said RFP for the sum mentioned in the Price Bid or such other sums as may be ascertained in accordance with the schedule of prices attached and made part of this Bid.

1. If our Bid is accepted, we agree and undertake, to deliver the goods/provide services in accordance with the project schedule
2. We agree to abide by this bid during validity of the bid may be accepted at any time before the expiration of that agreement.

We further confirm that,

1. Our offer is valid for a period of 180 days from the last date (revised last date if such date is extended by IDBI AML) for submission of bid.
2. Until a formal agreement is finalized and executed, this Bid Documents, together with relevant documents as amended, modified, supplemented, revised, modified by addendum, etc., if any, at the sole discretion of IDBI AML duly initialed/executed shall constitute a binding agreement between us.
3. We agree and undertake that, in competing for (and, if the Bid is accepted by you) the above agreement, we will strictly observe the laws inter alia, in particular, against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and similar laws and also strictly abide by and observe all applicable laws.
4. We agree and confirm that you are not bound to accept the lowest or any Bid you may receive and you also have the right to re-issue/re-commence the Bid. Any decision in this regard by you shall be final and binding on us.

Dated this Day of 2017.

Sign

Name of the signatory

Designation

Company Seal

ANNEXURE D- PROPOSED TEAM PROFILE

Sno.	Name of the Team Member	Qualifications & certification	Previous BFSI Organizations where team member was associated	Duration of Team member Association	No. of years of experience
1					
2					
3					
4					
5					
6					
7					
8					
9					

We hereby acknowledge that the information provided by us is true and correct.

Place

Signature of the authorized signatory

Date

Company Seal

ANNEXURE - E POWER OF ATTORNEY

POWER OF ATTORNEY

(On Stamp Paper of Rs. 100/- Duly notarized with entry in notary register)

Know all men by these presents, we _____ (name of the Bidder and its address) do hereby appoint and authorize Shri _____ (full name and residential address) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [●], in response to the RFP (Request for Proposal) floated by IDBI Asset Management Limited (hereinafter referred to as IDBI AML), including signing and submission of all documents and providing information/responses including negotiations to IDBI AML in all matters in connection with our Bid.

We hereby agree, declare and undertake that all the acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done, performed and executed by us and we hereby agree to ratify and confirm all acts, deeds and things lawfully done by our said attorney pursuant to this irrevocable Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this ____ day of _____ 2017

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Witnesses :

1)

(Name, Signature & Address)

2)

(Name, Signature & Address)

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

ANNEXURE F- SELF DECLARATIONS

(Undertaking to be submitted on Bidder 's Letter Head)

To,

The A.V.P.,
Human Resources
IDBI Asset Management Limited.

5th Floor, Mafatlal Centre,

Nariman Point, Mumbai -400021

Sub : RFP for Appointment of HR Consultant for formulating and implementing a performance management system for IDBI AML Reference No : IDBI AML/HR / RFP/2017 -18/001

We, [●] (name and designation) on behalf of [●] having its registered office at [●] have submitted a Bid proposal to IDBI AML for [●] in response to the Request for Proposal (RFP) dated issued [●] by IDBI AML.

1. We are duly authorized persons to submit this undertaking
2. We have read and understood the aforesaid RFP and we hereby convey our absolute and unconditional acceptance to the aforesaid RFP.
3. We do not have any business relationship with IDBI AML including its directors and officers which may result in any conflict of interest between us and IDBI AML. We shall on occurrence of any such event immediately inform the concerned authorities of the same
4. We have submitted our Bid in compliance with the specific requirements as mentioned in this RFP.
5. We have provided with all necessary information and details as required by IDBI AML and shall provide with such additional information's may be required by IDBI AML from time to time.
6. Neither we nor any of our employee/director has been barred from providing the Services nor are we in negative list/blacklisted by any public sector IDBI AMLs, statutory or regulatory or investigative agencies in India or abroad in the last 5 years.
7. There are no vigilance and / or court cases pending against us/company and no inquiry or investigation pending against us from any statutory regulatory and / or investigation agency.
8. All the information furnished here in and as per the document submitted is true and accurate and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are aware that we would be liable to any punitive action in case of furnishing of false information / documents.



9. We also undertake that, we were/are never involved in any legal case that may affect the solvency / existence of our organization or in any other way that may affect capability to provide / continue the services to IDBI AML.

It is further certified that we have not modified or deleted any text/matter in this RFP.

Signature

Name of the signatory

Designation

Mobile no.

Company Seal.

ANNEXURE G - NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement entered into between IDBI AML, a company incorporated and registered under the Companies Act, 1956 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai – 400005 and Corporate Office at 05th Floor, Mafatlal Centre, Nariman Point, Mumbai - 400 021.....(hereinafter called “the Purchaser/IDBI AML” which expression shall unless it be repugnant to the subject, context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART** and (*Name of Vendor*) of (Please specify the registered office of the *Vendor*) (Hereinafter called “the Vendor/Contractor” which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and permitted assignees) of the **OTHER PART**;

WHEREAS, IDBI AML called for the bids for Appointment of HR Consultant for **formulating and implementing a performance management system**. M/s..... (hereinafter referred to as "Bidder"), after going through the Bid Documents and being interested to act as Vendor and implement the project as per service requirements and scope of works stipulated in the RFP for IDBI AML branches/offices/other locations has submitted its bid hereafter referred to as the “Services”.

WHEREAS, the vendor is aware and confirms that the information, data, drawings and designs, and other documents made available in the Bid Documents / the agreement and thereafter regarding the Services as furnished by AML in their RFP or otherwise and all the Confidential Information under the Bid Documents/the agreement is privileged and strictly confidential and/or proprietary to IDBI AML,

NOW THEREFORE, in consideration of the foregoing, the vendor agrees to all of the following conditions, for IDBI AML, to grant the vendor specific access to IDBI AML’s property/information and other data.

In connection with this Agreement,

“Confidential Information” means all intellectual property information; technical or business information or material not covered; proprietary or internal information related to the current, future and proposed products or services of the Parties including, financial information, process/flow charts, business models, designs, drawings, data information related to products and services, procurement requirements, purchasing, customers, investors, employees, business and contractual relationships, business forecasts, business plans and strategies, information the Parties provide regarding third parties; information disclosed pursuant to this agreement; documents, accounts, business plans, information or documents whatsoever, concerning business, policies, strategy, property, contracts, trade secrets, transactions, or interested parties of IDBI AML or its Subsidiaries or Affiliates and/or any other information of either Party whether disclosed to the other Party in oral, graphic, written, electronic or machine readable form, and whether or not the information is expressly stated to be confidential or marked as such, all Trade Secrets and other proprietary information including but not limited to customer list, financial information, and pricing information.

It is hereby agreed as under:

- (a) The parties agree that they shall hold in trust any Confidential Information received by either party, under this agreement, and the strictest of confidence shall be maintained in respect of such Confidential Information. The parties also agree and undertake to:
- (i) maintain and use the Confidential Information only for the purposes of this agreement and only as permitted herein;
 - (ii) make copies as specifically authorized by the prior written consent of the other party and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - (iii) restrict access and disclosure of confidential information to such of their employees, agents, vendor, and contractors strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - (iv) treat Confidential Information as confidential perpetually from the date of receipt and also in the event of earlier termination of this agreement.
- (b) Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within 30 (thirty) days of such disclosure. Confidential Information does not include information which:
- (i) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - (ii) is independently developed by the recipient without breach of this agreement;
 - (iii) is the public domain;
 - (iv) is received from a third party not subject to the obligation of confidentiality with respect to such information;
 - (v) is released from confidentiality with the prior written consent of the other party.
- The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient.
- (c) Notwithstanding the foregoing, the parties acknowledge that the nature of the Services to be performed under this agreement may require the vendor's personnel to be present on premises of IDBI AML or may require the vendor's personnel to have access to computer networks and databases of IDBI AML while on or off premises of IDBI AML. It is understood that it would be impractical for IDBI AML to monitor all information made available to the vendor's personnel under such circumstances and to provide notice to the vendor of the confidentiality of all such information. Therefore, the vendor agrees and undertakes that any technical or business or

other information of IDBI AML that the vendor's personnel, or agents acquire while on IDBI AML premises, or through access to IDBI AML computer systems or databases while on or off IDBI AML premises, shall be deemed Confidential Information.

- (d) Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, confidential information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties. Nothing contained herein shall in any manner impair or affect rights of IDBI AML in respect of the Confidential Information.
- (e) In the event that any of the parties hereto becomes legally compelled to disclose any Confidential Information, such party shall give sufficient notice to the other party to enable the other party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this agreement.
- (f) The provisions here above shall survive termination of the agreement.

For and on behalf of (The Receiving Party)

_____ **Limited**

Sign

Name of the signatory

Designation

Company Seal.

Place :

Date :

For and on behalf of

IDBI ASSET MANAGEMENT LIMITED

(The Disclosing Party)

ANNEXURE H- AGREEMENT FORM

THIS AGREEMENT made at..... theday of 2017

By and between

IDBI Asset Management Limited, a company registered under the Companies Act, 1956 and having its registered office at IDBI Tower, WTC Complex, Cuffe Parade, Colaba, Mumbai - 400 005 and its Corporate office at 05th Floor, Mafatlal Centre, Nariman Point - 400021----- (hereinafter called "the Purchaser" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**

and (*Name of Successful Bidder*) of (Please specify the registered office and Corporate office if any and registration no0 of the *Successful Bidder*) (Hereinafter called "the Vendor" which expression shall unless it be repugnant to the subject, context or meaning thereof shall be deemed to mean and include its successors) of the **OTHER PART**;

The Purchaser and Vendor are hereinafter collectively referred to as "Parties" and individually as Party-

WHEREAS the Purchaser vide RFP No. _____ dated _____ (the RFP) invited bids for certain Services viz..... (*Brief Description of Services*). The Bidder had submitted its bid in accordance with the requirements of the RFP and after due bidding process and negotiations and based on the representation and warranties and capabilities presented, the purchaser has accepted the bid submitted by the Vendor for rendering of the Services for the sum of (*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price"). Please refer Section-5 of RFP.

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

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP/Conditions of Agreement referred to.
- 2) This agreement shall be read in conjunction with the RFP and the RFP shall form an integral part of this agreement.
- 3) The Power of attorney submitted by the Bidder shall also form an integral part of this agreement.
- 4) The following documents / sections of the RFP shall be deemed to form an integral part and shall be read and construed to be part of this Agreement, viz.,
 - a) Bid Document;
 - b) Instructions to Bidders;



- c) The Bid forms and the price schedule submitted by the Bidder/Contractor;
 - d) Scope of work;
 - e) The terms and conditions of agreement;
 - f) The purchaser’s notification of award;
 - g) Payment schedule; and
 - h) Section 3 of the RFP.
- 5) In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby agrees and covenants with the Purchaser to provide/render the Services as per the scope of work within the timelines set in the RFP and to remedy defects, if any therein, strictly in conformity in all respects with the provisions of the agreement.
- 6) The Purchaser hereby agrees and covenants to pay the Contractor in consideration of the rendering of their Services, furnishing necessary undertakings, guarantees and also to remedy defects, if any therein, the Contract price or such other sum as may become payable under the provisions of the agreement at the times and in the manner prescribed by the agreement.
- 7) The Vendor hereby agrees and affirms to comply with the terms of this agreement and the terms and conditions as set out in the RFP.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written.

Signed and Delivered by the within named

Signature :

Name :

Date :

IN THE PRESENCE OF

<p>1. Signature</p> <p>Name :</p> <p>Address :</p>	<p>2. Signature</p> <p>Name :</p> <p>Address :</p>
--	--

Signed and Delivered by

the within named



M/s.

.....

Date :

IN THE PRESENCE OF :

<p>1. Signature</p> <p>Name :</p> <p>Address :</p>	<p>2. Signature</p> <p>Name :</p> <p>Address :</p>
--	--

SECTION 5

ANNEXURE 1 – ELIGIBILITY CRITERIA

Reference No :IDBI AML/HR/ RFP/2017 -18/001

Sr. No.	Criteria	Supporting documents	Compliance (Y/ N)
1	Bidder should be a duly constituted entity under Indian Laws.	Certificate of Incorporation and Commencement of Business.	Yes/No
2	Bidder should be in existence for three years as on the date of the RFP. (In case of mergers /acquisitions/restructuring or name change, the date of establishment of earlier/original Partnership Firm/Limited Company can be taken into account).	Certificate of Incorporation and relevant supporting documents,	Yes/No
3	The firm should have never been blacklisted / barred / disqualified by any regulator / statutory body.	Self-Declaration / An undertaking to this effect is to be submitted by the bidder	Yes / No
4	The bidder should have had experience in formulating a Human Resources Management Strategy for a BFSI firm of not less than 100 employees	Successful completion certificates or Credential Letters or Copy of agreement/Purchase order from IDBI AML	Yes / No
5	The bidder should have had experience in project managing the implementation of any HR initiative in a BFSI organization in India having at least 200+ branches.	Successful completion certificates or Credential Letters or Copy of Agreement/Purchase order from IDBI AML	Yes / No

Note:

- a) Photocopies of relevant documents / certificates should be submitted as proof in support of the claims made for each of the above-mentioned criteria and as and when IDBI AML decides, originals / certified copies should be shown for verification purpose. IDBI AML reserves the right to verify / evaluate the claims made by the Bidder independently. Any deliberate misrepresentation will entail rejection of the bid ab-initio.
- b) BFSI organizations excludes RRBs , Cooperative Banks and NBFCs.
- c) Only those who fulfill all the eligibility criteria as mentioned above are eligible to take part in this Bid exercise.

Signature:

Name of the Authorized Person:

Designation:

Company Seal:

Date :

Place:

ANNEXURE 2 – TECHNICAL BID DOCUMENT

Documents, **other than the commercial bids**, must be submitted in the following order as part of the response to the RFP. It should be noted that in case of any discrepancy in information submitted by the bidder in hard copy and soft copy, the hard copy will be given considered as the authentic version.

S.N.	Documents to be submitted	Submitted (Yes / No)
1	Bidders profile (Section 4- Annexure A) with Technical Bid Form (Section 4 -Annexure C)	Yes / No
2	Team Profile (Section 4 -Annexure D) along with supporting document	Yes / No
3	Commercial Bid (Section 4 -Annexure B)	Yes / No
4	Audited Annual report/Balance sheet of the last three financial years	Yes / No
5	Self Declarations & Undertakings	Yes/No
6	Eligibility fulfillment (Section 5- Annexure 1) accompanied by all the supporting documents.	Yes / No
7	Technical Proposal – Regarding Scope, approach, methodology, Implementation & Reporting document	Yes / No
8	Signed copy of the RFP (Hard Copy)	Yes / No
9	Certified true copy of Board Resolution.	Yes / No
10	Constitutional Documents	Yes/No

Commercial Bid (**Section 5 - Annexure B**) in a separate sealed cover

***** END OF RFP / BID DOCUMENT *****