

# **PUNJAB NATIONAL BANK**



## **REQUEST FOR PROPOSAL For**

### **Appointment of Vendor for Reconciliation of GSTR 2A and Analysis of Bank's Purchase Register**

**Finance Division**  
Head Office, Plot No. 4,  
Sector-10, Dwarka,  
New Delhi - 110 075

<b>TABLE OF CONTENTS</b>		
<b>S. No.</b>	<b>SUBJECT</b>	<b>Page No.</b>
1.	GENERAL DETAILS	3-4
2.	INTRODUCTION	5
3.	PURPOSE OF THE RFP	6
4.	PRE-QUALIFICATION CRITERIA	6
5.	SCOPE OF WORK	6
6.	INSTRUCTIONS TO BIDDERS	9-18
7.	TERMS AND CONDITIONS (ANNEXURE I)	19-22
8.	UNDERTAKING BY THE BIDDER (ANNEXURE-II)	23
9.	COMPLIANCE TO ELIGIBILITY CRITERIA (ANNEXURE III)	24-25
10.	BIDDERS INFORMATION (ANNEXURE-IV)	26-27
11.	PARAMETERS FOR EVALUATION OF TECHNICAL BIDS (ANNEXURE-V)	28
12.	CONSULTANTS PRESENTATIONS (ANNEXURE-VI)	29
13.	COMPLIANCE STATEMENT (ANNEXURE-VII)	30
14.	PERFORMANCE CERTIFICATE (ANNEXURE – VIII)	31
15.	LITIGATION CERTIFICATE (ANNEXURE – IX)	32
16.	UNDERTAKING FOR NON- BLACKLISTED(ANNEXURE – X)	33
17.	COMMERCIAL DETAILS (ANNEXURE-XI)	34
18.	DETAILS OF PARTNERS, DIRECTORS AND EMPLOYEES OF FIRM/COMPANY/LLP (ANNEXURE-XII)	35
19.	PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY (ANNEXURE-XIII)	36-37
20.	INTEGRITY PACT (ANNEXURE – XIV)	38-45
21.	CHECKLIST (ANNEXURE – XV)	46-47

### General Details:

<b>RFP for Appointment of Vendor for Reconciliation of GSTR 2A and Analysis of Bank's Purchase Register</b>		
1.	Date of commencement of Bidding Process	18/10/2019
2.	Last date and time for receipt of queries for clarification from bidders	22/10/2019 till 1700 HRS
3.	Pre-Bid Meeting	24/10/2019 at 1500 HRS
4.	Last date and time for downloading of Bidding Documents	31/10/2019 till 1600 HRS
5.	Last date and time for Hash submission and Bid preparation	07/11/2019 till 1600 HRS
6.	Last date and time for online Bid submission	08/11/2019 till 1400 HRS
7.	Last date and time for Technical Bid submission	08/11/2019 till 1400 HRS
8.	Date and time of opening of technical bids	08/11/2019 till 1600 HRS
9.	Date and time of opening of commercial bid	Will be intimated later
10.	Place of opening of Bids	Punjab National Bank, Finance Division, 1st Floor A Wing Corporate Office Plot No 4, Sector 10 Dwarka, New Delhi – 110075
11.	Place for Submission of Bid	The Assistant General Manager Punjab National Bank, Finance Division, Finance Division, 1st Floor A Wing Corporate Office Plot No 4, Sector 10 Dwarka, New Delhi – 110075
12.	Address for communication	As above Tel:- (011) 28044871/28044867
13.	Cost of RFP	<b>Rs.10,000/- + GST</b> (Non-refundable) should be submitted online only in <b>favour</b> of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0015300 Bank & Branch : Punjab National Bank, Sansad Marg, New Delhi – 110 001 Account No. 0153002200000078 Imprest Account (HO ACCOUNTS DEPT)

14.	Earnest Money Deposit	<p><b>Rs. 2 Lac ( Rupees Two lac only )</b> should be submitted online before last date of bid submission <b>or</b> in the form of Bank Guarantee (BG) in favour of Punjab National Bank, Finance Division payable at New Delhi. BG should be valid up to 6 months from the date of submission.  IFSC Code : PUNB0015300  Bank &amp; Branch : Punjab National Bank, Sansad Marg, New Delhi – 110 001  Account No. 0153002200000078  Imprest Account (HO ACCOUNTS DEPT)</p>
15.	Contact to Bidders	<p>Interested Bidders are requested to send the email to <a href="mailto:fintax@pnb.co.in">fintax@pnb.co.in</a>, <a href="mailto:fintax3@pnb.co.in">fintax3@pnb.co.in</a>, containing following information, so that in case of any clarification the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) email etc.</p>

- 1) **Note:** Technical Bids will be opened online as well as in physical form but **Commercial bid will be opened online only.**
- 2) Bidders, who have not registered earlier with e-procurement site i.e. <https://pnbindia.biz>, would have to register with our e-procurement site.
- 3) All the technical supporting documents should be given in physical form only.

## **1. INTRODUCTION**

Since its humble beginning in 1895 with the distinction of being the first Indian Bank to have been started with Indian capital, PNB has achieved significant growth both in branch network and in business. PNB has the 2nd largest network of branches (of more than 7000 Service Outlets) among Indian Banks.

Keeping in tune with changing times and to provide its customers more efficient and speedy service, the Bank has taken major initiative in the field of computerization.

Bank has over 110 million satisfied customers and around 7000+ branches/offices geographically located at around 3500 centres all across India. The Bank enjoys strong fundamentals, large franchise value and good brand image. Besides being ranked as one of India's top service brands, PNB has remained fully committed to its guiding principles of sound and prudent Banking. Apart from offering Banking products, the Bank has also entered the credit card & debit card business, bullion business, insurance business, & asset management business, etc.

## **2. Purpose of the RFP**

Under the GST Law, Bank is required to reconcile its GSTR 2A with its purchase register. Bank also requires ensuring correctness in ITC claim and discharge of GST Liability under Reverse Charge Mechanism in respect of all its expenditure across various branches/offices. Accordingly, Bank invites Request for Proposal (RFP) from consultants of repute and proven track record to undertake Reconciliation between the Bank's Purchase Register and GSTR 2A to arrive at matched, mismatched and partially matched Invoices with reasons for each exception and also identify mistakes in ITC claim and RCM at branches/offices and to take corrective steps.

## **3. PRE-QUALIFICATION CRITERIA**

Only those Bidders who fulfil the Pre-Qualification Criteria mentioned in **Annexure-IV** are eligible to respond to the RFP. Offers received from the Bidders who do not fulfil any of the eligibility criteria mentioned are liable to be rejected.

## **4. SCOPE OF WORK**

<b>S.No.</b>	<b>Nature of Service/Scope of work</b>
1	Reconciliation between the Bank's Purchase Register and GSTR 2A to arrive at matched, mismatched and partially matched Invoices with reasons for each exception.
2	Invoice matching exercise with real time reconciliation report.
3	Identify transactions from Bank's Purchase register where eligible ITC was not claimed or ITC was wrongly claimed.
4	Identify transactions from Bank's Purchase register where branches have committed mistakes in the discharge of Reverse Charge liability, if any.
5	Emailing/calling to vendors/branches for mismatches or partially matched cases, failures/mistakes in either ITC claim and/or Reverse Charge Mechanism and Follow up for corrective action.
6	Conclusion by way of a Report on the basis of the Reconciliation between GSTR2A and GSTR3B and study of Bank's Purchase register.

## **5. PERIOD OF ASSIGNMENT**

The above scope of work has to be completed for the financial year 2018-19 on or before 15.12.2019. For the current financial year 2019-20, reconciliation for period upto November 2019 must be completed on or before 31<sup>st</sup> January 2020 and for the months of December 2019 to March 2020 exercise has to be carried out concurrently on monthly basis.

**However, the bank reserves its right to change the completion date of the project on account of change in guidelines/ timelines by Regulatory Authorities under the same terms and conditions of the contract.**

## **GENERAL PROVISIONS**

- a) Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and/or its sub-contractors, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank.
- b) Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.
- c) Neither the contract which will be entered by the Bank with the successful bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.
- d) That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall,

whenever required/called for, have access to i) All books, records, information of the Successful Bidder; ii) Any documents, records of transactions and other necessary information processed/ stored by, given to the Successful Bidder; and iii) Any document/information given by the Bank to the Successful Bidder and / or relevant to the outsourced activities available with the Successful Bidder pertaining to the services provided under this Agreement by the Successful Bidder. Bank shall provide a reasonable prior notice before such audit and the cost of the audit shall be borne by the bank.

- e) The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Successful Bidder or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the required Services to the Bank.
- f) Successful Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank communicated to Successful Bidder in writing by the Bank, provided to Successful Bidder by the Bank, in order to render the required Service to the Bank.
- g) That due diligence/KYC/physical verification of employees of the company/their sub-contractor will be done and proper record of the same will be maintained.
- h) Those adequate steps will be taken to build strong safeguards to avoid the comingling of information/documents records and assets of the Bank with other organizations for whom Successful Bidder undertakes similar services.
- i) That the Successful Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.
- j) The Successful Bidder will conform to the laws, rules and regulations as stipulated by the Central/State Govt/RBI/ and/or any regulatory authority in regard to employment of agents/associates/employees etc. including the Minimum Wages Act.

## **INSTRUCTION TO BIDDERS**

### **1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY**

In case of company, Board Resolution in favour of authorized person and Power of Attorney/Authorization letter in case the authorized person delegates authority to another person of the company to sign the Bid documents is to be submitted with bid documents.

### **2. COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as The Purchaser, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

### **3. BIDDING DOCUMENT**

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be rejected as nonresponsive.

### **4. LANGUAGE OF BIDS**

The bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and PNB, shall be written in English.

### **5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.**

Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

### **6. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole

discretion of the Bank. All amendments shall be uploaded on the Bank's websites ([www.pnbindia.in](http://www.pnbindia.in) and <https://pnbindia.biz>) and will be binding on all those who are interested in bidding.

In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

## **7. VALIDITY OF BID DOCUMENT**

Bid shall remain valid for 180 days from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

## **8. LATE BID**

Any bid received by the Bank after the deadline for submission of bid will be rejected.

## **9. BID CURRENCY**

Prices shall be expressed in the Indian Rupees only.

## **10. BID EARNEST MONEY**

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 2.00 Lac** (Rupees Two Lacs only), which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, FINANCE DIVISION, New Delhi and filling all the details as per specified Performa at **Annexure-XII**. The BG should have a validity of 6 Months from the date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the bank. The BG should be submitted at the time of bid submission. In case of unsuccessful bidder, EMD will be returned on completion of tender process and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

### **Details for online payment:**

**IFSC Code:** PUNB0015300

**Bank & Branch:** Punjab National Bank, Sansad Marg, New Delhi – 110 001

**Account No. :** 0153002200000078 Imprest Account (HO ACCOUNTS DEPT)

**(Proof of the transaction (printout) to be submitted along with the bid documents).**

## 11. BIDDING PROCESS (TWO STAGES)

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in bank's e-procurement system as well as in hard copy and commercial bids in only online form through bank's e-procurement system.

### a) **TECHNICAL BID**

TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for commercial stage.

### b) **COMMERCIAL BID**

In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short listed after evaluation as per para 23 , will be opened.

## 12. SUBMISSION OF BID

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://pnbindia.biz> to the Bank by using their digital certificates of class II and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <https://pnbindia.biz> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from bank's website [www.pnbindia.in](http://www.pnbindia.in). Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. **The commercial bid should be submitted online only.**

All the technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

**The AGM Punjab National Bank, Finance Division, HO: 1<sup>st</sup> floor, A Wing Corporate Office Plot No 4, Sector 10, Dwarka New Delhi 110 075**

**At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.**

### **13. DEADLINE FOR SUBMISSION OF BID**

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

**The AGM Punjab National Bank, Finance Division, HO: 1<sup>st</sup> floor, A Wing Corporate Office Plot No 4, Sector 10, Dwarka New Delhi 110 075**

Please note that HASH SUBMISSION is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement website <https://pnbindia.biz>.

### **14. MODIFICATION AND/OR WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

### **15. CONTACTING THE PURCHASER**

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties.

### **16. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders are advised to clearly specify the deviations, in case terms and

conditions of the contract applicable to this invitation of tender are not acceptable to them.

#### **17. LOCAL CONDITIONS**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

#### **18. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by the vendor. The Purchaser reserves the right to select more than one vendor keeping in view its large requirements.

#### **19. BID OPENING AND EVALUATION**

In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day. In the first stage, only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be shortlisted for making presentation to the internal committee of the Bank. In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short-listed, will be opened. The Purchaser reserves the right to accept or reject any technology proposed by the bidder without assigning any reason thereof. Decision of the Purchaser in this regard shall be final and binding on the bidders.

#### **20. CLARIFICATIONS OF BID**

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

#### **21. PRELIMINARY EXAMINATION**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from

agents without proper authorization from the bidder as per authorization form shall be treated as non-responsive.

Arithmetical errors will be rectified on the following basis.

- If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected.
- If the supplier does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be rejected by the purchaser and may not be made responsive by the bidder by correction of the non-conformity.

The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

## **22. REVELATION OF PRICES**

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the commercial bid. Failure to do so will make the bid liable to be rejected.

## **23. EVALUATION AND AWARD CRITERIA**

After opening of the technical bids, all the documents and annexure (except commercial documents/offer) will be evaluated by the bank.

The firms, who qualify as per mandatory eligibility criteria mentioned in **Annexure III**, will be called to make a presentation before the Bank's appointed committee.

The Bank will require the Bidders to make presentations regarding the various aspects of the proposed solutions. This process will also enable the Bank to clarify issues that may be identified from the Bidder's responses to the RFP. The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank's premises as per **Annexure VI**.

The Bank shall rank the technical bids received on the basis of parameters used in scoring the Auditor on technical parameters as per **Annexure V** and as per the presentation given. The individual firm with a separate firm registration number is to be considered for eligibility and scoring.

After presentation, commercial bids will be opened and evaluated for firms securing 50% (50 out of 100) or more marks as per scoring given in Technical Bid and Presentation. In case, the number of firms securing the minimum qualifying marks of 50%, as above, is less than three, the Bank reserves the right to reduce the minimum qualifying marks.

The scoring given in Technical Bid as per **Annexure V** and Presentation shall have 70 percentage weightage. The commercial bid will be having 30 percent weightage in final selection of the GST Auditor.

The commercial proposal (for qualified applicants as per Para above) will be opened subsequently and reverse auction will be conducted.

In case of a discrepancy between amount in words and figures, the former will prevail.

**The L1 price for the awarded contract will be decided as per reverse auction in case of two or more eligible bidders.**

## **REVERSE AUCTION**

Bank may hold Reverse Auction in the event of 2 or more bidders as technically eligible. The procedure for the same is available on our e-procurement website. It will be mandatory for all the bidders to quote rates of all optional components that may be required.

**Tender will be awarded on the basis of Techno Commercial evaluation i.e. 70% Weightage for Technical bid + 30% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be called as L1 Bidder.**

**Weightage of technical bid (Max 70%) will be calculated on total marks of technical bid and presentation i.e. 100.**

**Weightage for commercial bid (Max 30%) will be calculated on rate arrived only after reverse auction process.**

**Example for calculation of weightage of technical and commercial are as under:**

- Other higher financial bids are given financial scores that are inversely proportionate to the lowest price.
- On the basis of the combined weighted score for quality and cost, in the prescribed ratio of quality and cost scores, the consultant/vendor

shall be ranked in terms of the total score obtained, proposal obtaining the highest total combined score will be ranked as H-1.

- Weightage of technical bids and financial bids kept as 70: 30.
- If 3 proposals, A, B, and C were received

Three consultants/vendors namely A, B and C participated in the bid process and their technical score are as under:

A=49, B=63 C= 56

After converting them into percentile, we get

A=  $(49/63)*100 = 77.77$

B=  $(63/63)*100= 100$

C=  $(56/63)*100=88.89$

The prices arrived at after conducting Reverse Auction for bidder are as under:

A= Rs 8000, B=Rs 9000, C=Rs10000

The final cost (lower cost arrived after Reverse Auction, in this case is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

A =  $(8000/8000)*100 = 100$

B=  $(8000/9000)*100 = 89$

C=  $(8000/10000)*100 = 80$

As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

A=  $(77.77*0.7) + (100*0.3) = 84.44$

B=  $(100*0.7) + (89*0.3) = 96.7$

C=  $(88.89*0.7) + (80*0.3) = 86.22$

Proposal B at the evaluated cost of Rs.9,000 was, therefore, declared as L1, although the rate quoted by B in his financial proposal is higher than that quoted by A.

## **24. GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi.

## **25. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The bidder shall not, without the banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

## **26. CONFIDENTIALITY**

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

## **27. ASSIGNMENT**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **28. FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the bank in writing of such condition and the cause thereof. Unless otherwise directed by the bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

## 29. NON DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

**TERMS AND CONDITIONS**

**1. SIGNING OF CONTRACT**

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 7 days of the award of the tender or within such extended period as may be permitted by the bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (7 days), the EMD will be forfeited after a grace period of 15 days.

**2. DURATION OF CONTRACT**

Bank will enter into contract initially for reconciliation of FY 2018-19 and 2019-20. The reconciliation exercise is to be completed on or before 30.06.2020. However, the contract period should be extendable for a further period of 1 year or any other period as decided by Bank on mutually agreed terms and costs, if the bank so desires.

**3. PERFORMANCE BANK GUARANTEE**

The successful bidder has to submit the Performance Bank Guarantee, detailed as under:

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of Total Project Cost as per **Annexure XI** within one month of award of contract valid for a period of 1 year from the date of award of tender and should be extended on extension of agreement.
- b) The Performance Bank Guarantee will be furnished for due performance of the contract.
- c) In case vendor submits any false information Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.

- d) EMD Money of un-successful bidders' will be returned on completion of rate approval process whereas EMD of successful bidder will be returned on submission of the Performance Bank Guarantee. No interest will be paid on EMD.

#### **4. ACCEPTANCE OF ORDER**

Successful bidder shall be required to accept the order within seven days from the date of order placement.

Bank has a right to cancel the order and forfeit the EMD, if the same is not accepted within a period of 7 days from the date of order, otherwise it will be considered as accepted.

#### **5. PAYMENT TERMS**

Payment shall be made as per the following schedule on successful completion of work and submission of invoice:

- 40% on completion of the exercise for the FY 2018-19
- 15% each on completion of exercise for each quarter during the current financial year 2019-20.

#### **6. TAXES**

The prices are inclusive of all charges, Taxes, Statutory levies etc. except GST which will be paid on actual basis.

#### **7. SIGNING OF CONTRACT**

The successful specified bidder(s) shall be required to enter into a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) with Bank, within 7 days of the award of the tender or within such extended period as may be permitted by the Bank on the basis of the Tender Document, the Tender of the successful specified bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the document of Contract.

#### **8. PENALTY CLAUSE**

The Bank has the right to cancel the order in case services not delivered/provided within stipulated time schedule and as per the scope of the work defined in this RFP. The Bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to vendor from this contract, or any other contract.

## **9. CANCELLATION OF PURCHASE/ SERVICE ORDER/ CONTRACT**

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the purchase order without giving any notice, for following reasons –

- a) Non-submission of acceptance of order within 7 days of placement of order.
- b) Non-submission of performance bank guarantee within stipulated time as specified in the RFP.
- c) Non-signing of contract within the time specified by bank.
- d) If deliverables are not performed within stipulated time Bank may cancel the entire contract after giving 30 days notice.

## **10. SIGNING OF PRE- CONTRACT INTEGRITY PACT**

The bidder should undertake for signing of the Integrity Pact as per the Performa **(Annexure-XIII)** provided by the bank to the bidder as per CVC guidelines.

## **11. DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

## **12. INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the services provided by the bidder covered under the purchase contract

or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

### **13. TERMINATION OF CONTRACT**

The quality of services given by the bidder & progress of the project will be reviewed fortnightly and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days notice to the bidder, including 15 days curing period. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 90 days, for any valid reason, including but not limited to the following :

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Violation of terms & conditions stipulated in this RFP

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**UNDERTAKING FROM THE BIDDER**

To  
The AGM  
Finance Division  
Punjab National Bank  
New Delhi

Sir

**Reg.: APPLICATION FOR APPOINTMENT AS CONSULTANT FOR RECONCILIATION OF BANK'S PURCHASE REGISTER AS PER GST GUIDELINES.**

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- Bidder means the bidder who is decided and declared so after examination of commercial bids.

Date:

Place:

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

### Annexure III

#### **Compliance to Eligibility Criteria:**

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Documentary Evidence to be submitted to the bank</b>	<b>Compliance (Yes/No)</b>
1.	The Bidder should be a company or Firm or LLP, with existence of at least 5 years as on 31st March 2019. (In case of mergers/ acquisitions/ restructuring or name change, the date of establishment of earlier/ Original firm would be taken into consideration.)	Certificate of Incorporation./any other documentary proof confirming date of establishment	
2.	Bidder firm should have successfully rendered services of GSTR 2A and expenditure register reconciliation for at least two public sector banks or scheduled commercial banks.	Certificate issued by Controlling offices of concerned Banks stating this activity has been completed is required.	
3.	The Bidder should have average revenue/Turnover in excess of Rs 2 crores for the last three financial years i.e.2018-19, 2017-18 and 2016-17 and company should have Net worth of more than Rs 50 lacs.	Copy of Audited Balance Sheet and Profit & Loss Statements for previous three Financial Years i.e. 2018-19, 2017-18 and 2016-17.	
4.	The Bidder should have made Net Profit during the last three financial years i.e. 2018-19, 2017-18 and 2016-17.	Copy of Audited Balance Sheet and Profit & Loss Statements for previous three Financial Years i.e. 2018-19, 2017-18 and 2016-17.	
5.	The firm/company/LLP should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI and should not have any disciplinary proceedings pending against the applicant firm or any of the partners/directors with ICAI/RBI.	Undertaking by the applicant Firm/company/LLP in Annexure X	

Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and

the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

पंजाब नैशनल बैंक

**ANNEXURE IV**

**BIDDERS INFORMATION:**

<b>S. No.</b>	<b>Information</b>	<b>Particulars / Response</b>
1.	Name of the Bidder Company / Firm / LLP	
2.	Firm Registration No. allotted by ICAI/ CIN No./ Registration No. issued by authority granting registration of Firm/LLP	
3.	Date of Incorporation of the Bidder Company / Firm /LLP	
4.	Address	
5.	Email	
6.	Contact Number (Tel/ Mobile)	
7.	No. of completed years for which practicing in India in the area of consultancy for taxation and related activity as on 31.03.2019	
8.	Name/s of partners/Directors *	Details as per Annexure XII
9.	Person(s) proposed to be assigned for the services and his/their profiles	Details as per Annexure XII
10.	Name, address and account number of the firm's/company's/LLP's banker(s) Account Number, Account Name, IFSC, Bank Name	
11.	PAN of the firm /company/LLP	
12.	GST registration number of the firm / company / LLP	
13.	Number of Employees	
14.	Net worth during last three financial years	
	2016-17	
	2017-18	
	2018-19	
15.	Turnover and Net Profit during last three financial years	
	2016-17	
	2017-18	
	2018-19	

16.	Details of major assignments	
17.	Any other information considered relevant.	
18.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of Board Resolution)	
19.	Specimen Full signature and Initials of Authorized Signatory	
20.	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
21.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is „Yes“)

We confirm that, all the details mentioned above are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage of evaluation, the Bank has the right to reject the proposal and disqualify us from the process.

We hereby acknowledge and unconditionally accept that the Bank can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP document, in short listing of bidders.

We also acknowledge the information that this bid is valid for a period of one year, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**ANNEXURE V****Parameters for evaluation of Technical Bid**

<b>S. No</b>	<b>PARAMETERS</b>	<b>MAXIMUM MARKS</b>	<b>CRITERIA</b>
1.	Existence of Firm in India in the area of Tax Consultancy/Compliance solutions	15	a) Upto 5 Years – 10 Marks b) More than 5 Years – 15 Marks
2.	Man Power – No. of Employees	10	Five Marks for Minimum 10 employees (as on 01.04.2019)– one mark each for additional five employees subject to maximum of five marks.
3.	Successful rendering of services of GSTR 2A and expenditure register reconciliation in public sector banks or scheduled commercial banks.	30	For each continuous year of engagement:-  Five marks for each completed years for each Public Sector Bank or scheduled commercial bank subject to maximum of 30 marks.
4.	Turnover of the Company during the previous Financial year 2018-19	15	Minimum 5 marks for Turnover upto Rs 2 crore. One mark each for every additional turnover of Rs 50 lacs above Rs 2 crore, subject to maximum of 10 marks.
5.	Presentation	30	Shall be evaluated by the committee identified for the purpose.
	<b>Grand Total</b>	<b>100</b>	

**Note:** Hard copy of supporting documents or documentary proof for all the above criteria should be submitted to the Chief Manager-Finance Division, PNB HO, Plot No. 4, Sector 10, Dwarka, New Delhi – 110075.

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**ANNEXURE VI**

**Consultants' Presentations**

<b>Sr. No.</b>	<b>Parameters</b>	<b>Weight</b>	<b>Marks allotted by bank</b>	<b>Comments</b>
1	Does the Vendor displays clear understanding in fulfilling the bank's requirements?	10		
2	Does the Vendor demonstrate beyond any doubt ability to deliver on all requirements of the Bank?	10		
3	Does the Vendor have experience/tools of providing similar services to other clients?	10		
<b>Total</b>		<b>30</b>		

**ANNEXURE VII**

**COMPLIANCE STATEMENT**

**DECLARATION**

**Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of bids).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of bids).	

**Date:** \_\_\_\_\_ **Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**ANNEXURE - VIII**

**PERFORMANCE CERTIFICATE**

**To be provided on letter head of the issuing company/firm/LLP**

The Chief Manager  
Finance Division  
Punjab National Bank  
Head Office, Plot No. 4, Sector-10, Dwarka,  
New Delhi – 110075

Sir,

**Reg.: RFP For Providing Consultancy of GSTR 2A Reconciliation**

The services provided by M/s \_\_\_\_\_ are satisfactory.

The certificate has been issued on the specific request of the company.

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**LITIGATION CERTIFICATE**

**To be provided by Statutory Auditor/Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a firm / company /LLP incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

Dated at \_\_\_ day of \_\_\_\_\_ 2019.

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Seal of Company**

**UNDERTAKING FOR NON- BLACKLISTED**

**To be provided on letter head of the Bidder's Company/FIRM/LLP**

The Chief Manager  
Finance Division  
Punjab National Bank  
Head Office, Plot No. 4, Sector-10, Dwarka,  
New Delhi – 110075

Sir,

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by any Bank/Government Organization in India during last 3 years.

This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Dated at \_\_\_ day of \_\_\_\_\_ 2019.

Thanking You,

Yours faithfully,

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**COMMERCIAL OFFER****COMMERCIAL DETAILS****Commercial Bid****Format for Commercial Bid:**

<b>S. No.</b>	<b>Particulars</b>	<b>Cost (Rs.)</b>
1.	Consultancy Fees Including all expenses (except GST)	
<b>Total</b>		

**Note:**

- (A) The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- (B) Bidder shall quote all the figures in numbers followed by in words enclosed in brackets in all commercial bids.
- (C) GST will be paid on actual and TDS as applicable will be deducted from the payments.

**Annexure-XII**

**DETAILS OF PARTNERS, DIRECTORS AND CA/DISA/CISA EMPLOYEES  
ON FIRM'S/COMPANY'S/LLP's PAYROLL**

<u>SR.NO.</u>	<u>NAME</u>	<u>Capacity (Partner/Director/ Employee)</u>	<u>Qualification (C.A./CISA/ DISA)</u>	<u>CA MEMBE RSHIP NUMBE R (if Applicable)</u>	<u>EXPERIE NCE</u>	<u>YEARS WITH THE FIRM/COMPANY/LLP</u>	<u>REMA RKS</u>

Self-attested copies of certificates of CA membership/DISA/CISA should be submitted.

**ANNEXURE XIII**

**Performa for the Bank Guarantee for Earnest Money Deposit**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank

Finance Division

Head Office, Plot No. 4, Sector-10, Dwarka, New Delhi - 110075

Dear Sir,

In accordance with your bid reference no.

Dated \_\_\_\_\_ M/s \_\_\_\_\_  
having its registered office at \_\_\_\_\_

\_\_\_\_\_ herein after  
Called „bidder“) wish to participate in the said bid for RFP (from Specified Bidders) for providing Consultancy Services for GSTR 2A reconciliation and analysis of Bank's Purchase Register. An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to Punjab National bank (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs \_\_\_\_\_ /- Rupees (in words \_\_\_\_\_) valid up to \_\_\_\_\_

We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition

of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to\_\_\_\_\_. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from \_\_\_\_\_, on whose behalf guarantee is issued.

"Notwithstanding anything contained herein above

Our liability under this bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words\_\_\_\_\_).

This bank guarantee shall be valid up to.\_\_\_\_\_ We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before \_\_\_\_\_hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

\_\_\_\_\_ Day of \_\_\_\_\_ 2019 at \_\_\_\_\_

**Name of signatory**

**Designation**

**Bank Common Seal**

**PERFORMA FOR INTEGRITY PACT**

To,  
Chief Manager,  
HO: Finance Division  
Punjab National Bank,  
.....  
New Delhi

**Subject: Submission of Tender for the work.....**

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

## **INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of ..... 2018.

**BETWEEN**

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Plot No 4, Sector-10, Dwarka, New Delhi 110 075 (Hereinafter referred as the Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

**AND**

..... (Name and Address of the Individual/firm/Company/LLP) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for ..... hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

## **Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## **Article 2: Commitment of the Bidder(s)/Contractor(s)**

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any

material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder/Contractor shall not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

4. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

5. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

4.3. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4.4. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

4.5. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining

something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other

Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 6- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

#### **Article 7-Independent External Monitor (IEM)**

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

(vii) The word "IEM" would include both singular and plural.

(viii) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

#### **Article 8- Other Provisions**

This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.

2. Changes and supplements need to be made in writing.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the

Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 9- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor) WITNESSES:

1. .... (Signature, name and address)

2. .... (Signature, name and address)

Place:

Dated:

**Annexure-XV****CHECKLIST:**

Sl. No.	Documents	Attached in Bid (Yes/No)	Page No.	
			From	To
1.	ACCEPTANCE OF TERMS AND CONDITIONS AS CONTAINED IN ANNEXURE-I			
2.	BIDDER'S UNDERTAKING LETTER AS PER ANNEXURE- II			
3.	COMPLIANCE TO ELIGIBILITY CRITERIA – ANNEXURE -III			
4.	BIDDER'S INFORMATION AS PER ANNEXURE – IV			
5.	PARAMETERS FOR EVALUATION OF TECHNICAL BIDS - ANNEXURE-V			
6.	CONSULTANTS PRESENTATION - ANNEXURE-VI			
7.	COMPLIANCE STATEMENT AS PER ANNEXURE-VII			
8.	PERFORMANCE CERTIFICATE- AS PER ANNEXURE -VIII			
9.	LITIGATION CERTIFICATE - ANNEXURE-IX			
10.	UNDERTAKING FOR NON-BLACKLISTED – ANNEXURE-X			
11.	COMMERCIAL DETAILS - ANNEXURE-XI			
12.	DETAILS OF PARTNERS/ DIRECTORS /EMPLOYEES- ANNEXURE XII			
13.	BID EARNEST MONEY SUBMITTED EITHER ONLINE OR IN THE FORM OF BG AS PER ANNEXURE-XIII.			
14.	PROOF OF RFP MONEY			
15.	INTEGRITY PACT (ANNEXURE – XIV)			
16.	SIGNED COPY OF RFP DOCUMENT AND CORRIGENDUM, IF ANY			
17.	COPY OF LAST THREE YEARS AUDITED BALANCED SHEET AND PROFIT AND LOSS ACCOUNT.			
18.	BOARD RESOLUTION IN FAVOUR OF AUTHORIZED PERSON AND POWER OF ATTORNEY/AUTHORIZATION LETTER IN CASE THE AUTHORIZED PERSON DELEGATES AUTHORITY TO ANOTHER PERSON OF THE COMPANY TO SIGN THE BID DOCUMENTS.			

**Technical Bid****Note:**

- a) All pages of the bid documents must be signed by authorized person.

- b) All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3, and so on.
- c) The technical bid should be properly banded and numbered to find out the documents with annexure in starting explaining positioning of documents in bid.

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

पंजाब नैशनल बैंक