



HUMAN RESOURCE DEVELOPMENT DIVISION, HEAD OFFICE
1st FLOOR, PLOT NO.4, SECTOR-10, DWARKA, NEW DELHI-110075
Tel: 011-28044348, Email: hrt@pnb.co.in

Date: - 14.10.2022

CORRIGENDUM 1 – REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF EXTERNAL CONSULTANT FOR HUMAN RESOURCES TRANSFORMATION OF PUNJAB NATIONAL BANK

Sr.	RFP Page No.	RFP Clause Name & No.	Existing Clause	Amended Clause
1	43	Bidding process, Clause No.5.2.3, point no.9	Certificate from statutory auditor of the bidder certifying that Bidder has not been blacklisted/debarred by the Central Government/ State Governments/Semi-Government departments/Regulatory Authorities/Financial Institutions/ Banks/ Public Sector Undertakings in India.	Certification on bidder's letterhead duly signed and stamped by authorized signatory , certifying that Bidder has not been blacklisted/debarred by the Central Government/ State Governments/Semi-Government departments/Regulatory Authorities/Financial Institutions/ Banks/ Public Sector Undertakings in India.
2	45 to 47	5.2.4, Point 3	Proposed Team Profile & deployment@ ❖ Qualification and Experience and profile of Subject Matter Experts assigned (5 Marks) ❖ Qualification and Experience and profile of the key personnel i.e. Team Leader (10 Marks) ❖ Qualification and Experience and profile of Module Leader(s), team members etc. (10 Marks) ❖ Team Deployment Plan (5 Marks)	Proposed Team Profile@ ❖ Qualification, Total Experience, and Experience in Human Resource Transformation or equivalent HR areas of Subject Matter Experts assigned (10 Marks) ❖ Qualification and Experience of the key personnel i.e. Team Leader (10 Marks) ❖ Qualification and Experience of Module Leader(s), team members etc. (10 Marks)



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			<p>@The methodology for awarding the score for team profile and deployment shall be as detailed below: Individual marks shall be awarded for each of the members as per detailed methodology for Subject Matter Expert, Team Leader, Module Leaders/Team Members. In case of multiple number of resources such as Subject Matter Expert, Module Leaders/Team Members, the final marks shall be calculated from the average of marks of whole team. (Pl. refer <u>Annexure</u> to this Corrigendum)</p>	<p>@The methodology for awarding the score for team profile shall be as detailed below: Individual marks shall be awarded for each of the members as per detailed methodology for Subject Matter Expert, Team Leader, Module Leaders/Team Members. In case of multiple number of resources such as Subject Matter Expert, Module Leaders/Team Members, the final marks shall be calculated from the average of marks of whole team. (Pl. refer <u>Annexure</u> to this Corrigendum)</p>
3	51	6.2, Point no. xii	Any intellectual property arising during the course of the project under this contract related to tools/ systems/ product/ process, developed with the consultation of the bidder will be intellectual property of the Bank.	Any intellectual property arising during the course of the project under this contract related to tools/ systems/ product/ process/ deliverables , developed with the consultation of the bidder will be intellectual property of the Bank. 'Deliverables' include final versions of materials, tools/software developed for bank', reports and presentations prepared by Vendor for delivery to Bank.
4	60	6.16, Point no. i	The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual	The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract.



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			Property Rights in relation to the Software, Tools, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.	
5	61	6.16, Point no. ii	The Bank under the Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.	Clause removed.
6	58	6.15 point no. ii	For the purposes of this Agreement, information relating to the Bank's business , of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary	For the purposes of this Agreement, information relating to the Parties' respective businesses , of its customers/ employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office



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		<p>information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the</p>	<p>bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information</p>
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			disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers shall be deemed confidential whether marked confidential or not.	which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers shall be deemed confidential whether marked confidential or not.
7	66	6.23	<p>Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.</p> <p>In following events, Bank may terminate the Agreement and/or cancel any particular order if Vendor:</p> <ul style="list-style-type: none"> a. Breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or b. Failure by successful bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or c. The progress regarding execution of the contract/ services rendered by the bidder is not as per the prescribed time line, and found to be unsatisfactory. Or d. Unsatisfactory services, non-capable resources or non-initiation of services within 30 days of order contract. Or e. Supply of substandard materials/ services. Or 	<p>Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.</p> <p>In following events, Bank may terminate the Agreement and/or cancel any particular order if Vendor:</p> <ul style="list-style-type: none"> a. Breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or b. Failure by successful bidder to provide Bank, within thirty (30) Working Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or c. The progress regarding execution of the contract/ services rendered by the bidder is not as per the prescribed time line, and found to be unsatisfactory. Or d. Unsatisfactory services, non-capable resources or non-initiation of services within 30 days of order contract. Or e. Supply of substandard materials/ services. Or



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			<p>f. Delay in delivery / installation / commissioning of services. Or</p> <p>g. If deductions of penalty and liquidated damages exceed more than 10% of the total contract price. Or</p> <p>h. Violation of terms & conditions stipulated in the RFP/Agreement. Or</p> <p>i. Change in Bank Policy. Or</p> <p>j. Discrepancies / deviations in the agreed processes and/or products. Or</p> <p>k. Unsatisfactory performance of complete solution.</p> <p>l. Violation of terms of confidentiality Clause of the SLA or NDA.</p> <p>Decision of the Bank regarding quality of services will be binding on the Vendor.</p> <p>The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in the RFP/Agreement.</p>	<p>f. Delay in delivery / installation / commissioning of services. Or</p> <p>g. If deductions of penalty and liquidated damages exceed more than 10% of the total contract price. Or</p> <p>h. Violation of terms & conditions stipulated in the RFP/Agreement. Or</p> <p>i. Change in Bank Policy. Or</p> <p>j. Discrepancies / deviations in the agreed processes and/or products. Or</p> <p>k. Unsatisfactory performance of complete solution.</p> <p>l. Violation of terms of confidentiality Clause of the SLA or NDA.</p> <p>Decision of the Bank regarding quality of services will be binding on the Vendor.</p> <p>The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in the RFP/Agreement.</p> <p>Bank shall give a prior notice of 45 days before terminating the agreement/PO including 30 days' notice to cure the breach or defect in applicable cases. However, Bank is at the liberty not to grant any cure period in circumstances contemplated in</p>
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			<p>Bank may terminate this RFP or subsequent agreement on happening of following events:</p> <ol style="list-style-type: none">The bidder/Successful bidder is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof OrA liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty-one (21) days. OrThe bidder/Successful bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation. OrThe bidder/Successful bidder becomes the subject of a court order for its winding up. <p>The Bidder understands the largeness of this Project and that it would require tremendous</p>	<p>sub-clauses (g), (i) and (l) of this Clause mentioned herein above. Bank shall give a prior notice of 15 days before terminating the agreement/PO in these cases (sub-clauses (g), (i) and (l)).</p> <p>Bank may terminate this RFP or subsequent agreement on happening of following events:</p> <ol style="list-style-type: none">The bidder/Successful bidder is unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof OrA liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the vendor and such appointment continues for a period of twenty-one (21) days. OrThe bidder/Successful bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation. OrThe bidder/Successful bidder becomes the subject of a court order for its winding up. <p>The Bidder understands the largeness of this Project and that it would require tremendous</p>
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		<p>commitment of financial and technical resources for the same from the Bidder for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process of over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Bidder shall continue to provide the Deliverables and the services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.</p> <p>Without prejudice to the rights of the Parties, upon termination or expiry of subsequent Agreement, Bank shall pay to Successful bidder, within thirty (30) days of such termination or expiry, of the following:</p> <p>a. All the undisputed fees outstanding till the date of termination; upon the termination or expiry of subsequent Agreement</p>	<p>commitment of financial and technical resources for the same from the Bidder for the tenure of this Tender and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Tender and subsequent Agreement for any reason whatsoever would be a slow process of over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Bidder shall continue to provide the Deliverables and the services in accordance with this Tender and subsequent Agreement and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of subsequent Agreement, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.</p> <p>Without prejudice to the rights of the Parties, upon termination or expiry of subsequent Agreement, Bank shall pay to Successful bidder, within thirty (30) days of such termination or expiry, of the following:</p> <p>a. All the undisputed fees outstanding till the date of termination; upon the termination or expiry of subsequent Agreement</p>
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			<p>b. The rights granted to Successful bidder shall immediately terminate.</p> <p>As part of Reverse Transition Services, Bank shall have the right, and Successful bidder shall not object to or interfere with such right, to contract directly with any Bidder's subcontractor.</p> <p>Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the vendor without any consequences.</p> <p>In the event of Termination on account of failure of the Successful Bidder to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.</p> <p>In case of termination due to reasons attributable to the Successful Bidder, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any additional financial liability including costs, charges,</p>	<p>b. The rights granted to Successful bidder shall immediately terminate.</p> <p>As part of Reverse Transition Services, Bank shall have the right, and Successful bidder shall not object to or interfere with such right, to contract directly with any Bidder's subcontractor.</p> <p>Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the vendor without any consequences.</p> <p>In the event of Termination on account of failure of the Successful Bidder to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.</p> <p>In case of termination due to reasons attributable to the Successful Bidder, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any additional financial liability including costs, charges,</p>
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			<p>expenses which the bank incurs on this account, shall be payable by the Vendor.</p> <p>The Bank reserves the right to recover any dues payable to the selected Successful Bidder from any amount outstanding to the credit of or payable to vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.</p>	<p>expenses which the bank incurs on this account, shall be payable by the Vendor.</p> <p>The Bank reserves the right to recover any dues payable to the selected Successful Bidder from any amount outstanding to the credit of or payable to vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.</p>
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ANNEXURE

Existing Criteria						Amended Criteria					
Evaluation of the Proposed Team - Subject Matter Expert Only						Evaluation of the Proposed Team - Subject Matter Expert Only					
Experience (In Years)	> =20 Years	>= 16 Years	>= 12 Years	>= 8 Years	>= 4 Years	Experience (In Years)	> =10 Years	>= 9 Years	>= 8 Years	>= 7 Years	>= 6 Years
Marks	2.5	2	1.5	1	0.5	Marks	2.50	2	1.50	1	0.50
Qualification	MBA/ Equivalent Masters Degree from IIT/IIM/ Premier-Foreign/ Domestic Institute	MBA/ Equivalent Masters Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute and Graduation/Equivalent Degree from IIT/IIM/Premier-Foreign/ Domestic Institute / CA/CS/ICWA (Either Masters or Bachelors or any of the above professional degree)	MBA/ Equivalent Masters Degree and Graduation/ Equivalent Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute / CA/CS /ICWA	Master's Degree (Not falling under first 3 column)	Graduation Degree	Out of total Experience, Experience in Human Resource Transformation or equivalent HR areas	>=5	>=4	>=3	>=2	>=1
Marks	2.5	2	1.5	1	0.5	Marks	2.50	2	1.50	1	0.50
Evaluation of the Proposed Team - Subject Matter Expert Only						Evaluation of the Proposed Team - Subject Matter Expert Only					
Qualification	MBA/ Equivalent Master's Degree from IIT/IIM/ Premier-Foreign/ Domestic Institute/ CA/CS/ICWA	MBA/ Equivalent Master's Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute and Graduation/Equivalent Degree from IIT/IIM/Premier-Foreign/ Domestic Institute (Either Masters or Bachelors or any of the above professional degree)	MBA/ Equivalent Masters Degree and Graduation/ Equivalent Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute / CA/CS /ICWA	Master's Degree (Not falling under first 3 column)	Graduation Degree	Qualification	MBA/ Equivalent Master's Degree from IIT/IIM/ Premier-Foreign/ Domestic Institute/ CA/CS/ICWA	MBA/ Equivalent Master's Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute and Graduation/Equivalent Degree from IIT/IIM/Premier-Foreign/ Domestic Institute (Either Masters or Bachelors or any of the above professional degree)	MBA/ Equivalent Masters Degree and Graduation/ Equivalent Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute	Master's Degree (Not falling under first 3 column)	Graduation Degree
Marks	5	4	3	2	1	Marks	5	4	3	2	1



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Evaluation of the Proposed Team - Team Leader Only

Experience (In Years)	> =10 Years	>= 8 Years	>= 6 Years	>= 4 Years	>=2 Years
Marks	5	4	3	2	1
Qualification	MBA/ Equivalent Masters Degree from IIT/IIM/ Premier-Foreign/ Domestic Institute	MBA/ Equivalent Masters Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute and Graduation/Equivalent Degree from IIT/ IIM/Premier-Foreign/ Domestic Institute / CA/CS/ICWA (Either Masters or Bachelors or any of the above professional degree)	MBA/ Equivalent Masters Degree and Graduation/ Equivalent Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute / CA/CS/ICWA	Masters Degree (Not falling under first 3 column)	Graduation Degree
Marks	5	4	3	2	1

Evaluation of the Proposed Team - Team Leader Only

Total Experience (In Years)	> =5 Years	>= 4 Years	>= 3 Years	>= 2 Years	>= 1 Year
Marks	5	4	3	2	1

Evaluation of the Proposed Team - Team Leader Only

Qualification	MBA/ Equivalent Master's Degree from IIT/IIM/ Premier-Foreign/ Domestic Institute/ CA/CS/ICWA	MBA/ Equivalent Master's Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute and Graduation/Equivalent Degree from IIT/ IIM/Premier-Foreign/ Domestic Institute / (Either Masters or Bachelors or any of the above professional degree)	MBA/ Equivalent Masters Degree and Graduation/ Equivalent Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute	Masters Degree (Not falling under first 3 column)	Graduation Degree
Marks	5	4	3	2	1



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Evaluation of the Proposed Team – Module Leaders/Team Members Only

Experience (In Years)	> =5 Years	>= 4 Years	>= 3 Years	>= 2 Years	>=1 Years
Marks	5	4	3	2	1
Qualification	MBA/ Equivalent Masters Degree from IIT/IIM/ Premier-Foreign/ Domestic Institute	MBA/ Equivalent Masters Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute and Graduation/Equivalent Degree from IIT/ IIM/Premier-Foreign/ Domestic Institute / CA/CS/ICWA (Either Masters or Bachelors or any of the above professional degree)	MBA/ Equivalent Masters Degree and Graduation/ Equivalent Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute / CA/CS/ICWA	Master's Degree (Not falling under first 3 column)	Graduation Degree
Marks	5	4	3	2	1

*For qualification purpose, Premier Domestic Institutes shall be treated as per list provided by Bank under PNB Pratibha Education Loan Scheme (applicable as on date of technical evaluation). Premier Foreign Institutes shall be treated as per top 200 foreign universities (worldwide) as per their ranking on www.webometrics.info (applicable as on date of technical evaluation).

Team Deployment Plan shall be evaluated based on the proposed team members (Consultancy) to be deployed for Project:

Team Deployment Plan

Number of Onsite Resources (including Team Leader)	>= 12	11	10	9	8
Marks	5	4	3	2	1

Evaluation of the Proposed Team – Module Leaders/Team Members Only

Total Experience (In Years)	> =3Years	>= 2.5 Years	>= 2 Years	>= 1.5 Years	>=1 Years
Marks	5	4	3	2	1

Evaluation of the Proposed Team – Module Leaders/Team Members Only

Qualification	MBA/ Equivalent Master's Degree from IIT/IIM/ Premier-Foreign/ Domestic Institute/ CA/CS/ICWA	MBA/ Equivalent Master's Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute and Graduation/Equivalent Degree from IIT/ IIM/Premier-Foreign/ Domestic Institute / (Either Masters or Bachelors or any of the above professional degree)	MBA/ Equivalent Masters Degree and Graduation/ Equivalent Degree from Institutes other than IIT/IIM/ Premier-Foreign/ Domestic Institute	Master's Degree (Not falling under first 3 column)	Graduation Degree
Marks	5	4	3	2	1

*For qualification purpose, Premier Domestic Institutes shall be treated as per list provided by Bank under PNB Pratibha Education Loan Scheme (applicable as on date of technical evaluation). Premier Foreign Institutes shall be treated as per top 200 foreign universities (worldwide) as per their ranking on www.webometrics.info (applicable as on date of technical evaluation).