



REQUEST FOR PROPOSAL (RFP)

For

Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/Domain Experts in Senior Management Positions on Contractual Basis

RFP Reference No. RFP/HRCONSULTANT/2023/01

Date: 31 - 03 - 2023

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Key Information on the RFP Response Submission

The Asst. General Manager, HRD, Head Office, Punjab National Bank, New Delhi, Email Id: hrdsrprofile@pnb.co.in invites online Techno commercial Bid from bonafide, intending & eligible Consultant firms for rendering their consultancy services for recruitment of Specialized Executive/Domain Experts in Senior Management Positions on Contractual Basis. The Bid details are as follows:

Sr.No.	RFP Reference	<i>RFP/HRCONSULTANT/2023/01</i>
1.	Date of commencement of RFP download	31-03-2023
2.	Last date and time of acceptance of queries	10-04-2023 up to 02:00 PM
3.	Date of Pre-bid Meeting	11-04-2023 From 11:00 AM to 01:00 PM
4.	Last date and time for downloading RFP	12-06-2023 up to 05:00 PM
5.	Last date and time for Bid submission including commercial bid / Hash Submission	12-06-2023 up to 05:00 PM
6.	Last Date and time for bid Re-encryption	From 12-06-2023 06:01 PM to 13-06-2023 02:00 PM
7.	Last Date of submission of Technical Bid (Closing Date) -Hard copy	13-06-2023 up to 02:00 PM
8.	Technical Bid opening date	04:00 PM on 13-06-2023 at Punjab National Bank ,Head Office: Human Resources Division, 1st Floor , Plot No. 4 , Sector 10, New Delhi (India)
9.	Presentation by shortlisted eligible Bidders with successful technical bids (Scope of online presentation)	Eligible short-listed Bidders will be invited for a presentation on the Technical Bid submission. The exact time and mode for the presentation will be communicated to the eligible Bidders subsequently. The Bank's decision shall be final in this regard.
10.	Address For Proposal Submission:	Asst. General Manager HRDD , Head Office Plot 4, Sector 10, Dwarka, New Delhi , 110075
11.	Non-refundable Application Fee	Rs. 10,000/- + 18% GST should be deposited online , account details as under: Account No.: 1988002100141278 IFSC Code : PUNB0399700 Name OF Account: IMPREST PERSONNEL DIVISION HO Address : New Delhi



12.	Earnest Money Deposit	<p>Rs.10 lakh should be submitted before last date of bid submission in the form of Bank Guarantee (BG) or Demand Draft in favor of Punjab National Bank payable at New Delhi. BG should be valid up to at least 1 year from the last date of submission.</p> <p>* Firms registered under MSEs and Start up India would be exempted from payment of earnest money if bidder can furnish requisite proof subject to the satisfaction of Bank.</p>
13	Performance Bank Guarantee	<p>Performance Bank Guarantee of 3% of tender amount to be submitted by successful bidder within thirty days of award of work.</p>
14.	Place of opening of Bids	<p>HRD section, PNB Head Officer ,Plot 4 , Sector 10, Dwarka, New Delhi 110075</p>
15.	Contact Details	<p>011- 28044419 Email : hrdsrprofile@pnb.co.in</p>
16.	RFP Coordinator	<p>Mr. Sudarsan Rath, Asst. General Manager (HRD)</p>

Other Details:

1. The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy and the Commercial bids only in online form through Bank's e-procurement system.
2. Technical Bids will be opened online as well as in physical form and the commercial bids will be opened only in the online mode.
3. All the interested Bidders, who have not registered earlier with the bank's e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues. Bank will not entertain any last moment technical glitches or networking issues at their end.
4. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tender/bid. If approval of registration is pending at Bank's end,



Bidders should immediately email us at eprocurement@pnb.co.in & hrdsmrprofile@pnb.co.in

5. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
6. Bidders are advised to go through Bidders Manual for Browser settings, Java settings and technical settings required for participation in the bid. Bidders are advised to follow each & every step mentioned in Bidders Manual. If bidder still faces any problem, he/she should immediately email us at eprocurement@pnb.co.in & hrdsmrprofile@pnb.co.in
7. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hard copy of Technical bid.
8. Bidders should submit technical bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end. *Any delay due to any such issues will not be entertained by the Bank.*

Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for any technical issues including telephone line glitch, internet response issues, hardware hangs etc.

Bank shall follow the e-procurement process. Complete details of requirements for participation in e-procurement process is available on the Website of Punjab National Bank <https://etender.pnbnet.in>. **It is mandatory for the bidders to get themselves registered on Bank's Website for submission of online bids.**

Note: - Technical bids will be opened in the presence of bidders who choose to attend as above. The above schedule is subject to change. Notice of any changes / corrigendum / addendum will be published on Bank's website (www.pnbindia.in & <https://etender.pnbnet.in>). Further, please note that commercial bid opening date and time will be intimated to the technically qualified bidders at a later date through e-mail.



Meaning of terms used in RFP document:

Following terms are used in the document interchangeably to mean:

1. **“Bank”** means “Punjab National Bank”.
2. **“RFP”** means “Request for Proposal for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/Domain Experts at Senior Management Positions on Contractual Basis”.
3. **“Consultant”** means the organization/Firm/Agency submitting bid for hiring as Human Resource Recruitment Consultant.
4. **“Assignment”** means the work to be performed by the selected Bidder pursuant to the Contract.
5. **“Contract”** or **“Agreement”** means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
6. **“Day”** means calendar day.
7. **“Disclosing parties / Receiving Parties / Party / Parties”** means Punjab National Bank and Successful Bidder or both as the case may be.
8. **“Personnel / Resources”** means professionals and support staff provided by the selected Bidder.
9. **“Proposal / Bid / Tender”** means Response to the RFP Document.
10. **“Recipient / Respondent / Bidder / Partner / Organization / Institution”** means the “Firm / Organization submitting RFP response / Bid offer as per the details mentioned in this document”.
11. **“Scheduled Bank”** means a bank which is listed in the Second Schedule of the Reserve Bank of India Act, 1934.
12. **“Successful / Selected Organization or Bidder”** means the organization / bidder selected as the successful Bidder by the Bank in accordance with this RFP.
13. **“Website”** means Bank’s official website “www.pnbindia.in”
14. **“Amalgamated Entity (AE)”** – The Entity created after amalgamation of Punjab National Bank, Oriental Bank Of Commerce and United Bank of India.
15. **“Relative(s)”** means
 - a) Member of a Hindu Undivided Family;
 - b) They are husband and wife.
 - c) The one is related to the other in the manner as father, mother, son(s) & son’s wife (daughter-in-law), daughter & daughter’s husband (son-in-law), brother (s) & brother’s wife (sister-in-law), sister (s) & sister’s husband (brother-in law)



Confidentiality

This document is meant for the specific use by the Organizations interested in participating in the RFP process. This document in its entirety is subject to Copyright Laws. Punjab National Bank (hereinafter referred to as “the Bank”) expects the Bidder or any person acting on behalf of the Bidder to strictly adhere to the instructions given in the document and maintain confidentiality of information. 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. The Bidder will be held responsible for any misuse of information contained in the document, and is liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to the confidentiality clauses.



DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.



SECTION – I

1. Introduction and Purpose

Punjab National Bank (PNB), India's first Swadeshi Bank, commenced its operations on April 12, 1895 from Lahore, with an authorized capital of Rs. 2 lac and working capital of Rs 20,000. The Bank was established by the spirit of nationalism and was the first bank purely managed by Indians with Indian Capital. During the long history of the Bank, 9 banks have been merged/amalgamated with PNB.

At the end of Sept 2022, Bank has total 43451 delivery channels with a network of 10000+ domestic branches, 2 International branches, 12966 ATMs & 20447 Business Correspondents. PNB is the second largest Public Sector Bank (PSB) in the country (More Details are available on our website - www.pnbindia.in).

This Request for Proposal document ["RFP document" or "RFP"] has been prepared exclusively for the purpose of enabling Punjab National Bank [hereinto referred as "The Bank"] to hire competent **Human Resource Recruitment Consultant for "Recruitment of Specialized Executive/Domain Experts at Senior Management Positions on Contractual Basis"**.

It is hereby explicitly stated that this RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services identified and sought herein. Selection, appointment and consequent recruitment is subject to observance of selection process, signing of Integrity Pact and appropriate documentation in accordance with the terms herein in this RFP being agreed between the Bank and any successful Bidder as identified by the Bank after completion of the selection process as detailed in this document.

Punjab National Bank, Head Office, Plot No 4, sector 10, Dwarka, New Delhi, 110075 hereby invites responses from reputed consultancy firms for **"Recruitment of Specialized Executive/Domain Experts at Senior Management Positions on Contractual Basis"**.

Addendum/Corrigendum

Bank may issue an Addendum/Corrigendum from time to time and at any time prior to the Closing Date.

An Addendum/Corrigendum may be issued to clarify the RFP or to effect modifications to the RFP, including the Scope of Work and SLAs. Each Addendum / Corrigendum upon issue will form part of this RFP.

To the extent there is any inconsistency between an Addendum/Corrigendum and this RFP, the Addendum/Corrigendum will prevail and if between two or more Addendum / Corrigendum, the last issued Addendum/Corrigendum will prevail.



2. For the Respondent only

The RFP document is intended solely for the information of the prospective bidder / party to whom it is issued (“the **Recipient**” or “the **Respondent**”)

3. Confidentiality

The RFP document is provided to the Recipient on the implied understanding that the undertaking of confidentiality asked by the Bank will be adhered to by the Recipient. Bank may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. Additionally, “the **Recipient**” or “the **Respondent**” shall be exposed by virtue of the contracted activities to internal business information of the Bank, its affiliates, and/or business partners.

Disclosure of receipt of any part of the aforementioned information to any third party will result in the disqualification of “the **Recipient**” or “the **Respondent**”, pre-mature termination of the contract, or legal action against the Bidder Partner for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the programme delivery effectively.

4. Information Provided

The RFP document contains statements derived from information that is believed to be true and reliable as on the date obtained, but does not purport to provide all the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to the provision of services. Contracting party is advised to conduct its own due diligence before submission of bid.

Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisors give any representation or warranty (oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

5. No Legal Relationship

No binding legal relationship will exist between any of the Recipients / Respondents and the Bank until execution of a contractual agreement.

6. Recipient Obligation to Inform Itself

The Applicant must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.



7. Independent External Monitor

The Independent External Monitor (IEM) of the Bank would review independently and objectively, whether and to what extent parties have complied with their obligations under the Integrity Pact. The detail of present Independent External Monitor of the Bank is as under:

Dr Sarat Kumar Acharya (Ex-CMD, NLC India Ltd)

Email: sarat777@rediffmail.com

Mob No .9442118060

Shri Deepak Anurag, (IA & AS, Retd.)

Email: anuragd@cag.gov.in

Mob. No. 9810676339

8. Evaluation of Offers

Each Bidder acknowledges and accepts that the Bank may, at its sole and absolute discretion, apply criteria like independent assessment of the market reputation and perception of ability to perform, but not limited to those selection criteria set out in this RFP document.

The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as material for any investigation or review to be carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation or warrant given in this RFP document.

9. Errors and Omissions

Each Recipient should notify the Bank through e-mail, in case if they are of the view of any error, fault, omission or discrepancy found in this RFP document but not later than 2:00 PM IST on 10-04-2023. However, such notification must not be construed as having agreed to commitment by the Bank to carry out the changes / modifications.

10. Acceptance of Terms

The Recipient will, by responding to this RFP document of the Bank, be deemed to have thoroughly read the whole RFP document and unconditionally accepted the terms and conditions as stated.

11. Costs Borne By the Respondents

All costs and expenses / charges / fees / travelling expenses / boarding expenses / lodging



expenses / conveyance expenses / out of pocket expenses (whether in terms of time or money) incurred by the Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance of meetings, discussions, presentation, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the Respondent/recipient .

12. Integrity Pact (IP)

Bidders, only those who commit themselves to Integrity Pact (IP) with the Bank, would be considered competent to participate in the bidding process. In other words, entering into this pact would be the preliminary qualification. Any bid above 60 Lac not accompanied by Integrity Pact duly signed by the bidder along with the technical bid, shall be considered to be a non-responsive bid and shall be summarily rejected.

IP shall cover all the phases of contract i.e. from the stage of Notice Inviting Tender (NIT) / Request for Proposal (RFP), till the conclusion of contract i.e. final payment or duration of warranty / guarantee. Format of IP is attached as Annexure 11 for strict compliance.

13. RFP Response Terms

13.1. Lodgment of RFP Response

Eligible organizations while submitting response to RFP should be guided by time schedule and procedure set out in clause 13.2 to 13.4 of Section – 1 as mentioned below.

13.2. RFP Closing Date

Bid should be submitted during office hours (10.00 AM to 5.00 PM) but **not later than 5:00 PM IST on 12-06-2023**. At any time prior to the deadline of submission of the bids, the Bank, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP by amendment. Notification of such amendments will be posted on Bank's website www.pnbindia.in . In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing the Bids, the Bank, at its discretion, may extend the deadline for a reasonable period and the same will be posted on the Bank's website.

13.3. Submission to Bank

- a) The RFP response in the form of Technical and Commercial bid has to be submitted online at <https://etender.pnbnet.in/> .However, only Technical bid documents should also be submitted in hard copies in a sealed cover in the following manner and the set should contain one copy each of the following:-
- b) Technical Bid documents alongside RFP Response covering letter (Annexure 2) in addition to all the other relevant Annexures (Annexure 3,4,5,6,7,8,11,13,15,16,17,18,19,20,21,22) and all the supporting documents in



hard copy and in CD / Pen drive having soft copies, in original super scribed as “TECHNICAL BID For Hiring of Human Resource Recruitment Consultant for Recruitment of Senior Officer/Domain Experts in Senior Management Positions on contractual basis (ORIGINAL)” and Proof of the transaction (printout) of application money to be submitted along with the bid documents

- c) No duplicate of Technical Bid is to be submitted by the bidders.
- d) BIDDER DETAILS should be provided on the main envelope including name, contact person, e-mail address and phone / fax numbers.
- e) The proposal should be prepared in English in MS Word format. All correspondence will be in English. The Bid shall be typed in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the Bids shall initial all pages of the Bids. Any inter-lineation, erasures or overwriting shall be valid only if they are having the initials by the person(s) signing the Bids. The Bank reserves the right to reject the Bids not conforming to the above.
- f) The Bidder shall submit the proposals/Bid properly in a file so that the papers are not loose. All the pages of the proposals including documentary proofs should be numbered serially as “ ## (current page) of ## (Total pages)” and be signed by authorized signatory under seal of the Institution/ Organization. This should be supplemented by soft copy of all the documents / certificates in a CD / Pen drive. It should be noted that in case of any discrepancy in information submitted by the Bidder in hard-copy and soft-copy, the information given in the hard-copy shall be considered final.
- g) Either the Indian agent on behalf of the principal/OEM or Principal /OEM itself can bid but both cannot bid simultaneously for the same. Also, if an agent submits bid on behalf of Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM
- h) The RFP response should be received by post or submitted at Head Office of Punjab National Bank at the following address by the due date and time as mentioned in this document:

Mr. Sudarsan Rath,
Asst. General Manager (HRD) Punjab National Bank
Plot 4, Sector 10,
Dwarka, New Delhi
110075.

- i) The evaluation of the bids will be done as per the selection criteria specified under Section IV of this offer document. No communication will be sent to

those who have not been shortlisted after technical evaluation.

13.4. Submission will be valid, if:

Copies of RFP response documents are submitted as per para 13.3, subject to para 13.6, before the aforementioned closing date specified in para 13.2 of this section. Submission by Fax transmission or e-mail is not allowed and will be considered invalid. The Bank will not be responsible for delay in postal / courier delivery.

13.5. RFP Validity Period

- RFP responses will remain valid and open for evaluation according to their terms for a period of at least 6 months from the date of opening of commercial bid. The Bank will make its best effort to complete the process within this period. However, should the need arise the Bank may request the Bidder to extend the validity period of their proposals. Bidders, who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance, the Bank shall not consider such proposal for further evaluation.
- The Bank shall also have the right at its sole and absolute discretion to continue the assignment/contract with the successful Bidders for future requirements after expiry of current assignment period. Bank may solicit the Bidder's consent to an extension period of validity in this regard.

13.6. Requests for information

- Recipients are required to direct all communications for any clarification related to this RFP, to the Bank official as mentioned under sub clause 'e.' (i.e. 13.6.e.) below.
- All queries relating to the RFP, technical or otherwise, must be either in writing or by e-mail (Company's domain email) only and will be entertained by the Bank only in respect of the queries received up to the date specified in the time limits given in the "Key Information on the RFP Response Submission" i.e. 10-04-2023 by 2:00 PM IST, mentioned at the beginning of this document. Queries so raised should be in the format as given hereunder through email in **Word format only**. The subject in the email should be mentioned as "**RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executives/Domain Experts in Senior Management Positions on contractual basis – Query**"

S. No	Section	Page No.	Particulars as mentioned	Query



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- c) The Bank will endeavor to reply, without any obligation in respect thereof, every reasonable query raised by the Respondents through the Bank's website and/or e-mail. However, the Bank will not be obliged to answer any communication initiated by the Respondents later than 11-04-2023 by 2:00 pm IST.
- d) Bank may, in its absolute discretion seek additional information or material, but being under no obligation to seek, additional information or material from any Respondent after the RFP closes and all such information and material provided will be taken to form part of that Respondent's response.
- e) Respondents seeking clarifications, queries, questions, etc. should address it to the nominated point of contact as given below through e-mail or in writing:

Mr. Sudarsan Rath,
Asst. General Manager (HRD) Punjab National Bank
Plot 4, Sector 10,
Dwarka, New Delhi, 110075
Email: hrdsrprofile@pnb.co.in

- f) All responses/ replies to queries will be posted on the website of the Bank, i.e. www.pnbindia.in & <https://etender.pnbnet.in>

14. **Formats of Bids**

The Agency/Firm/Organization should use the formats prescribed by the Bank in submission of the RFP Response. The Bank reserves the right to ascertain information from the banks and other institutions to which the Firm have rendered their services for execution of similar assignments.

15. **Notifications**

Bank will either notify the shortlisted Bidders individually in writing or by e-mail as soon as practicable, about the outcome of the RFP evaluation process or shall cause to publish / notify the names of the Bidders shortlisted on the basis of Technical Bid Evaluation and /or finally selected, in the Bank's website after completion of the entire evaluation process, as enumerated in this RFP. Bank is not obliged to provide any reasons for any such acceptance / non acceptance and its decision will be final.

16. **Disqualification**

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc. will be a disqualification.

17. Application Money

Application Money as mentioned in "Key Information on the RFP Response Submission" needs to be deposited online only on or before the last date of submission in the following account:

Account No. 1988002100141278 (16 digits) Imprest account – Imprest Personnel Division HO

IFSC Code: PUNB0399700

Punjab National Bank, Sector 10, Dwarka, New Delhi -110075,

Which is non-refundable. The Bank will summarily reject any where application money has not been deposited with the RFP response.

18. Earnest Money Deposit & Performance Bank Guarantee

- a) Bidder has to submit the Earnest Money Deposit (EMD) of Rs. 10.00 lakh, which may be submitted in the form of Demand Draft or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, HUMAN RESOURCES DIVISION and filling all the details as per specified Performa at Annexure-21.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 1 year from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 12 months, if required by the Bank. The BG should be submitted at the time of bid submission.
- c) In case of unsuccessful bidder, EMD will be returned either on completion of RFP process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount.
- d) The EMD will be returned to the selected bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.
- e) The selected Bidder will have to furnish the Performance Bank Guarantee of an amount equal to 3% of the value of the contract for a period of 12 months with claim period of 12 months as per Annexure 10.
- f) The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to invoke the same.

Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Selected bidder is not able to fulfill any or all conditions specified in the document or is unable to complete the project within the stipulated time. In case the contract is being extended, the selected bidder shall submit the Bank Guarantee of same amount of that period of time with a validity of the extension period with 6 months claim period. The selected bidder shall be responsible for extending the



validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

(Firms registered under MSEs (Micro and Small Enterprises) and Startups would be exempted from payment of earnest money if bidder can furnish requisite proof subject to the satisfaction of Bank.)

Note: Bidders can, if they wish, depute one authorized representative (who should carry an authorization letter as per Annexure 1) to attend the bid opening process, on the stated time and place. The Bidder shall submit a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/ Work Order with the Bank. The applicant shall furnish proof of signature identification for above purposes as required by the Bank. This clause also extends in case of partnership firm or LLP firm. No separate intimation will be given to the Bidders in this regard until it is changed by the Bank due to unforeseen/unavoidable reason.



SECTION – II

Eligibility Criteria

Respondents Eligibility Criteria:

Sr. No	Criteria Details	Supporting Documents to be submitted
1	The Bidder should have registered office in India and must be incorporated or registered under any of the following Acts - Indian Companies Act 1956/2013 or Society Registration Act 1860/Indian Partnership Act 1932 or Limited Liability Partnerships Act 2008.	Copy of the Certificate of Incorporation issued by The Registrar of Companies for registered companies and LLP/ Registration certificate issued by registrar of firms and Partnership Deed for Partnership Firm. Society Registration Certificate issued by Registrar of Societies. MOA & AOA shall also be submitted in case of companies.
2	The Bidder should be in line of business for which RFP is issued and been in existence in India for minimum 5 preceding years continuously and should have minimum 3 preceding years' experience (in India) as on 28.02.2023 of providing consultancy services for recruitment of Senior Management Positions as mentioned in this RFP/ Board level Positions in addition to providing Specialized Executives/ Domain Experts with specialized/ technical skills to BFSI/Govt./PSBs/PSU/Large Organizations with employee strength of minimum 10000 and/or annual turnover of at least Rs. 500 Crores as on 31.03.2022.	Credentials to be provided as under, a. Certified information from Statutory Auditor/Chartered Accountant for Price/ Amount of the contract/ work awarded and details of work done. b. On letter head of the Client signed by authorized signatory about the Services Delivered. c. Draft information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be provided for confirmation. d. A copy of engagement letter/work order/ letter of award along with Project Completion Certificate (Annexure 18) or Performance Certificate (Annexure 19) with relevant details for each assignment to be furnished by



		the bidder
3	The bidder should have an average annual turnover of at least Rs. 50 Crores during the previous 3 financial years (i.e. 2019-20, 2020-21, 2021-22) from its Indian Operations in HR Consultancy projects related to recruitment.	Audited financial statements, Balance sheet and P&L statement or Statutory Auditor's certificate as per Annexure 20
4	The bidder should not have been banned or blacklisted or debarred by any Govt/PSBs/PSU/ Statutory/ Regulatory Authority etc. The bidder should furnish an undertaking to this effect on his letter head duly signed by authorized person of the bidder.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead as per Annexure 15
5	The Bidder's Organization should not be owned or controlled by any Director/ Key Management Personnel as well as Relatives of Director/Key Management Personnel of Punjab National Bank, both present and those who have retired in the last one year.	A Self-Declaration to be furnished by the Bidder on the Company's letterhead for the same.
6	Labour Law Compliance	A Self-Declaration to be furnished by the Bidder on the Company's letterhead as per Annexure 17

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

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

The Proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process.



To assist in the scrutiny, evaluation and comparison of offers, Bank may, at its discretion, ask some or all Applicants for clarification on their proposal. The request for clarification and the response shall be in writing and no change in the substance of the proposal shall be sought, offered or permitted. MD & CEO in his absence Executive Director/Chief General Manager (HR) of the Bank will be the final authority in case any interpretation of any clause of the RFP is required and his decision in this regard shall be final and binding.

The Bank reserves the right to:

- a) Ascertain information from the banks and other institutions to which the Applicant have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of Hiring and any strong adverse comment/ action about product or service would make the Applicant ineligible for further assessment/ processing.
- b) Accept or reject any proposal in whole or in parts without assigning any reason thereof. The decision of the Bank shall be final and binding on all the applicants to this document and bank will not entertain any correspondence in this regard. The Bank at its discretion may reject the proposal of the Applicant, without giving any reason whatsoever, if in the Bank's opinion the Applicant could not present or demonstrate the proposed solution as described in the proposal.

SECTION – III

1. SCOPE OF WORK

Project Objectives:

The Bank wishes to hire Human Resource Recruitment Consultant for recruiting Specialized Executives/ Domain Experts in Senior Management Positions such as Chief Technology Officer (CTO), Chief Financial Officer (CFO), Chief Risk Officer (CRO), Chief Digital Officer(CDO), Chief Information Security Officer(CISO), Chief Economic Advisor (CEA) ,Vertical Heads (API Management , Wealth Management) on contractual basis in the Bank. The Bank requests proposals from renowned and experienced specialized consultants for undertaking the above assignment.

Bank, at its sole and absolute discretion, may choose to avail consultancy services for any or all the positions mentioned in the RFP document. Such decision may be advised even during the course of the assignment. The areas covered under this engagement are given in the scope of project outlined below.



2. Broad Scope of the Project:

A description of the envisaged scope is enumerated in sub-paras below. However, Bank reserves its right to change the project/ assignment scope considering the size and variety of the requirements and the changing business conditions. Notwithstanding what is mentioned in sub-paras, the Hired Applicant will be required to facilitate recruitment of Specialized Executives/ Domain Experts in Senior Management Positions in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.

The Hired Consultant will facilitate recruitment of Specialized Executives/ Domain Experts as mandated by the Bank as per the specifications and for implementation of the same within the stipulated time frames.

The Hired Consultant shall be required to undertake to perform all such tasks, render all such services as may be required for the successful completion of the entire assignment.

3. Detailed Scope of Work:

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

- 3.1. Designing suitable Job Specification with thorough understanding of the Job Descriptions in coordination with the Bank for vacant positions as assigned to Consultant,
- 3.2. Advising the Bank about the selection criteria to be adopted for selection of identified vacancies,
- 3.3. Analyzing the market for compensation paid to peers in other organizations and finalizing the compensation structure in consultation with Bank,
- 3.4. Advising Bank in finalizing the compensation structure as market standard with the help of market research, data analytics and other competency matching tools.
- 3.5. Designing suitable recruitment advertisement targeted at the desired applicants and assisting Bank in advertising the vacancies through popular channels in leading print and digital media according to Bank's requirements,
- 3.6. Responding to the relevant queries from applicants, over phone/email, before the closing date in coordination with the Bank,
- 3.7. Coordination with the suitable candidates based on their qualifications and experience, for participation in the recruitment process,
- 3.8. Compiling the list of applicants clearly mentioning about their eligibility or otherwise and taking appropriate corrective actions, if necessary, within the stipulated period and



preparing the list of eligible candidates,

- 3.9. Processing of the applications received and providing all the applications (soft and hard copies) to the Bank.
- 3.10. Shortlisting and screening of suitable candidates based on their experience, skill sets, academic qualifications etc. in consultation with the Bank for the positions specified by the Bank, coordinating with them for their participation,
- 3.11. Carry out the process of issuance of call letters for any test/interview after approval from Bank, and ensuring complete coordination with the shortlisted candidates,
- 3.12. Devising and conducting various selection processes including Psychometric/ Integrity Test (if required) or any other test to judge the competency of the candidates, in consultation with Bank.
- 3.13. Preparing assessment reports of various psychometric tests/cognitive tests and any other test conducted by bank in selection process.
- 3.14. Scheduling of shortlisted candidates for interview as per date and time as decided by the Bank.
- 3.15. Facilitating the conduct of interview by the Selection Committee constituted by the Bank,
- 3.16. Performing 360-degree reference check and educational qualification verification on the finalist candidates,
- 3.17. Co-ordinating with the selected candidates for documents as required by the Bank
- 3.18. Continuous co-ordination with the candidate to ensure their joining on the agreed date
- 3.19. Handling and preparing answers for any recruitment related queries received under RTI act as per the rules and regulations of Government guidelines and decision/ of India and/or decision/ruling of various judicial bodies, in consultation with Bank,
- 3.20. Performing suitable background verification, caste verification (wherever applicable), credit check, credit history and police verification of each shortlisted candidate. The consultant should ensure that the candidates identified should not have any police record/criminal record against them. The antecedent and caste report should be in prescribed format duly signed by Competent Authority.
- 3.21. Informing PNB of any deviation noticed about candidate in any part of offer or onboarding

Any other Recruitment support as required by PNB during any part of the above recruitment process.



All statutory guidelines and applicable Labour laws in practice to be strictly adhered to.

If the recruitment process leads to litigation due to the shortcomings/malafide intention at the end of the consultant, it will be solely liable and shall indemnify the Bank and keep it harmless.

Specialized Executives at Senior Management Positions and their Brief Roles and Responsibilities are as under:

4.1 Chief Risk Officer (CRO):

- Responsible for Enterprise wide Risk Management as per regulatory prescriptions.
- Identification and Management of Credit Risk.
- Identification, assessment and management of Operational Risk.
- Management of Market, Liquidity and interest rate risk.
- Management and Monitoring of fraud risk
- Management and monitoring of AML Cell and Reporting of AML related Information.

4.2 Chief Financial Officer (CFO):

- Responsible for oversee the management of finance, Accounts and Taxation.
- Responsible for timely completion and finalization of Quarterly and Annual Financial Statement.
- Planning, implementation and assessment of Direct taxes (Income Tax/TDS/MAT) and Indirect taxes.
- Responsible for functions of financial and expenditure controlling the bank.

4.3 Chief Technical Officer (CTO):

- Provide smooth platform to match IT objectives & programs with Bank's objectives & strategies and also engage & participate in IT strategizing for the Bank.
- Responsible for overall IT architecture and design which meets Bank's current and future needs.
- Compliance with Regulatory, all banks guidelines on DR Drill, BCP for all IT issues and solutions of the bank.
- Implementation of IT Security Infrastructure as per the Information Security Policy of the Bank and industry best practices and handing over the same to CISO Team for monitoring the operational aspects, managing & maintaining ISO Certification of DC & DRS.
- Development of In-house Software as per the need assessment along with the respective Owner Division after getting due approval by the respective Owner Division.
- ATM Switch maintenance, management and customization of IBS / MBS and various mobile App and its integration with third party and CBS etc.

4.4 Chief Information Security Officer (CISO):

- Responsible for formulating, implementing and monitoring of Information Security system at Bank.
- Preparation and implementation of information security policy, procedure, guidelines of the Bank in compliance with applicable guidelines and best practices amongst the existing ones.
- Plan, establish & evaluate Bank-wide Information security Management System (ISMS) in accordance with the relevant security standards.
- Coordinate with HO Divisions to facilitate security risk assessment and risk management processes and assist stakeholders in identifying acceptable levels of residual risk.
- Implementation, operation and monitoring of Security Operation Centre (SOC).

4.5 Chief Digital Officer (CDO):

- In-charge for development/ procurement of innovative digital products/ services based on customer needs and market trends.
- Implementation and promotion of the digital products/ services and monitoring its performance on continuous basis.
- Overseeing the preparation, review and implementation of policies/ guidelines for all kind of digital products/ services of the Bank.
- Development of Short, Mid and Long-term clearly defined and compelling Digital Strategy of the Bank for digital transformation from traditional banking to digital banking.
- Implementation of the Digital Strategy of the Bank under collaboration with different verticals of the Bank involving all key stakeholders.
- Identifying emerging technologies (IOT, Block-chain, Robotics etc.) that can support, enhance and re-define Bank's products, processes, digital assets and platforms.
- Provide inputs and reports to the Top Management of the Bank including MD&CEO / Executive Directors on the industry trends.
- Managing ROIs on Digital Projects.
- Develop and implement comprehensive digital framework and infrastructure for Bank and development/ procurement of innovative digital products/ services to meet the growing needs of customer.
- Responsible for dispute resolution and grievance redressals of all type of digital products and services
- Develop relationships with various stakeholders including RBI, NPCI, payment aggregators, vendor etc for improving digital footprint of Bank.
- Monitoring of marketing, promotion and publicity of digital products/ service
- Responsible for undertaking constant improvements to the policies and processes of the division basis the current best practices in the market and among industry peers.
- Implementing best industry practices on Risk Management and Fraud Mitigation.



- Ensuring Regulatory Compliance and embedding Govt. agenda like EASE in all systems, processes and products.

4.6 Chief Economic Adviser (CEA):

- The Chief Economic Adviser will work hand in hand with our Strategic Management and Economic Advisory Division (SMEAD).
- The Official will be the key resource person providing strategic inputs on various National and Global economic developments to the Top Management of the Bank and will also be required to contribute to formulation of strategy and policy.
- The person needs to be conversant with Banking/Financial scenario.
- Research on economic conditions in the country with respect to core sectors of economy and different industries.

4.7 Vertical Head – Application Programming Interface (API) Management:

- Creating API marketplace for the bank and jointly architect the strategy with technology stakeholders.
- Managing the complete API Lifecycle – Define APIs, generate API documentation, Govern API usage, test and debug execution of APIs, deploy APIs into production, staging and quality assurance.
- Utilizing the APIs of Fin-techs and other market players for integrating with Bank's products and processes for creating amazing user experiences and compelling value proposition for the bank.
- Monitoring API usage and load. Collecting and analyzing usage statistics and reporting on the performance.
- Identify market opportunities and define product vision and strategy jointly with other teams.
- Responsible for forging partnerships with other product and tech companies to encourage new product creation by using APIs of the bank
- Monetizing APIs - Revenue generation through API based products.

4.8 Vertical Head – Wealth Management :

- Identify market opportunities and define product vision and strategy for our Mutual Fund/ Insurance /Depository products.
- Strategic tie ups with new partners in field of Mutual Fund and Depository Services.
- Industry liasioning for enhanced market penetration of our Wealth Management products.
- Devise Strategies for revenue generation through our Wealth Management Product.
- Devising Wealth Management products for our HNIs and basic Customers according to their Risk taking capacity and Risk aversion.
- Develop products that helps individual create a sustainable wealth/income source, eliminates financial distress.



पंजाब नैशनल बैंक  punjab national bank
...भरोसे का प्रतीक ! ...the name you can BANK upon !

SECTION – IV

TECHNICAL & COMMERCIAL BID EVALUATION PROCESS

The proposals will be evaluated by the bank based on Quality and Cost Based Selection (QCBS) process where quality of consultancy is of prime concern and where cost of work cannot be assessed. In QCBS initially the quality of technical bid score as per the criteria given in RFP will be ascertained. Only those responsive proposals that have achieved minimum qualifying score in evaluation of technical bid will be considered further. After technical bid evaluation, the commercial bid of responsive technically qualified bidders, a final combined score is arrived at by giving predefined relative weightages for the score of technical proposal and score of commercial proposal.

The weightage for technical evaluation score shall be **75%** and commercial evaluation score shall be **25%**.

The applicant has to submit the technical bid as well as commercial bid while submitting the bid in response to this RFP.

Commercial Bid should quote cost for recruitment of each Position i.e, as Chief Risk Officer (CRO), Chief Financial Officer (CFO), Chief Technical Officer (CTO), Chief Information Security Officer (CISO), Chief Digital Officer (CDO), Chief Economic Advisor (CEA), Vertical Head (API Management, Wealth Management) separately,

Different Weightages will be assigned to different quoted costs of positions to be recruited, in order to arrive at a weighted average, weights will be as follows:

- Chief Risk Officer (CRO) =20
- Chief Financial Officer (CFO) = 10
- Chief Technical Officer (CTO) = 15
- Chief Information Security Officer (CISO) = 15
- Chief Digital Officer (CDO) =20
- Chief Economic Advisor (CEA) =10
- Vertical Head- API Management = 05
- Vertical Head- Wealth Management = 05

1. Technical Bid Evaluation Criteria

Technical Bids received within the prescribed date and time will be opened in the presence of the authorized representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The Authorized representative of the firm present for the opening should have photo identification and shall sign in the register of attendance. The representative has to submit an authority letter duly signed by the Firm, authorizing him to represent and attend the technical bid opening on behalf of the firm.

The basis/parameters for technical evaluation are as under

SN	Particulars (WORK EXPERIENCE IN INDIA ONLY WILL BE CONSIDERED)	Documentary evidence to be submitted	Max Marks
1	<p>Number of years of sectorial experience as on 28.02.2023 of providing recruitment services in BFSI/Govt./PSBs/PSU/Large Organizations, having minimum 10,000 employee and/or turnover of Rs. 500 Crore and above in India.</p> <ul style="list-style-type: none"> 10 Marks – if criteria met for more than 10 years 08 Marks – if criteria met for more than 05 years and up to 10 years 05 Marks – if criteria met for up to 5 Years <p>Note: Marks will be provided for completed projects only</p>	A copy of engagement letter/work order/ letter of award along with Project Completion Certificate (Annexure 18) with relevant details for each assignment to be furnished by the bidder.	10 Marks
2	<p>Number of organizations in which recruitment services provided as on 28.02.2023 in BFSI/Govt./PSBs/PSU/Large organization, having minimum 10,000 employee and/or turnover of Rs. 500 Crore and above in India.</p> <ul style="list-style-type: none"> 10 Marks - if criteria met for more than 5 organizations 5 Marks – if criteria met for up to 5 organizations <p>Note: Marks will be provided for completed projects only</p>	A copy of engagement letter/work order/ letter of award along with Project Completion Certificate (Annexure 18) with relevant details for each assignment to be furnished by the bidder.	10 Marks
3	<p>Experience of the applicant in the line of business of providing recruitment services in any of the Senior Management Positions as mentioned in this RFP/ Board level Positions in India in the BFSI Sector as on 28.02.2023.</p> <ul style="list-style-type: none"> 20 Marks - if criteria met for more than 5 organizations 	A copy of engagement letter/work order/ letter of award along with Project Completion Certificate (Annexure 18) with relevant details for each assignment to be furnished by the bidder.	20 Marks



	<ul style="list-style-type: none"> • 15 Marks – if criteria met for more than 3 and up to 5 organizations • 10 Marks – if criteria met for up to 3 organizations <p>Note: Marks will be provided for completed projects only</p>		
4	Methodology and approach adopted by the consultant while undertaking the assignment for which Invitation Document is issued/customized to Bank's requirement in India	Bidder Presentation	50 Marks
5	<p>Team support to be provided to Punjab National Bank with relevant educational <u>background</u> (<i>preferably MBA in HR/ Personnel Management</i>) from premiere B school like IIMs, XLRI, FMS etc Tier I colleges in India or abroad with relevant experience in HR Recruitment Consultancy.</p> <ul style="list-style-type: none"> • 10 Marks - More than 50% of provided staff strength is from premier B schools • 07 Marks- From 30% to 50% of provided staff strength is from premier B schools. • 04 Marks - Less than 30 % of provided staff strength is from premier B schools • 00 Marks - If None of the resource provided is from premier B schools. 	Profile of the employees along with name, qualification, experience should be furnished on the company's letter head (Annexure 04)	10 Marks
	TOTAL		100

NB: Information provided by the applicant as mentioned in the table above should be submitted with supporting documents like work orders/ certificates strictly on client's letter head. Any other form of submission will be summarily rejected.

The bidder will have to demonstrate proven capabilities in each of the segments as defined under the terms of reference of RFP and due weightage will be given to each segment in the overall scoring.

Applicants scoring less than 60 marks (cut-off score) out of 100 marks in the technical evaluation, shall not be considered for further evaluation process and will not be considered as technically qualified.

After opening of commercial proposals, the commercial bid would be awarded marks out of maximum 25 based on formula below:



Marks (max 25) on Comm. Bid = $25 \times \frac{\text{LFB (numeric value)}}{\text{FBE (numeric value)}}$

For comparison of the combined Technical and Price Score of all Firms, following formula will be used:

Total Score = (Technical Score under evaluation/ Highest Technical score achieved) x 75 + (LFB/FBE) x 25,

Where,

LFB is the Lowest Commercial Bid Offer and FBE is the Commercial Bid under evaluation.

On the basis of this total score, the bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked CS-1 followed by proposal securing lesser marks as CS-2, CS-3 etc.

Bidder securing Highest Combined Marks and ranked CS-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

On combined score if there is a tie, the Bidder with the higher technical score will be awarded the assignment and 4 decimal points shall be considered for calculation of combined score.

2. Performance Bank Guarantee by Successful Bidder:

The selected Bidder shall be required to give an unconditional and irrevocable Performance Bank Guarantee equal to 3% of the final contract amount to the Bank from a Public Sector Bank in India/leading private sector banks (other than Punjab National Bank) towards due performance of the contract in accordance with the specifications, terms and conditions of the RFP document. The Performance Bank Guarantee shall have validity period of 1 year beyond the contract period. The claim period of the same will be of 1 year after the expiry of Bank Guarantee

The selected bidder agrees to submit the Performance Bank Guarantee (PBG), detailed as under:

- The amount of Performance Bank Guarantee will be 3% of the total project value plus GST at the rate applicable.
- If the engagement will be extended for further (in parts or in whole), the validity of PBG be extended for the same period along with 1 year claim period for extended period.

The Performance Bank Guarantee shall act as a security deposit and either in case the selected bidder is unable to start the project within the stipulated time or start of the work is

delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the selected bidder is not able fulfil any or all material conditions specified in the RFP/Agreement or is unable to complete the project within the stipulated time. In case the contract is getting extended, the selected bidder shall submit the Bank Guarantee of same amount for that period of time with a validity of the extension period along with the extended period of 3 months of claim period. The selected bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.

3. Other Terms:

- ❖ Services of the agency shall be Advisory in nature and will be utilized by the Bank for betterment of the recruitment process. Final selection of candidate will be based upon the guidelines framed by the Bank in this regard and the relevant guidelines of RBI and DFS, MoF.
- ❖ Consultant is required to execute a Service Level Agreement (SLA) specifying the penalty clause that any loss due to system/ process/people failure at the consultant's part shall be borne by the consultant.
- ❖ This engagement shall be purely contractual in nature with either party has the right to terminate the contract with prior notice of 90 days.
- ❖ The consultant shall not subcontract for all or part of the work.
- ❖ Consultant shall provide the Bank with the right to conduct audit by its internal or external auditors on the services provided.
- ❖ The consultant shall provide that confidentiality of applicant's information shall be maintained.
- ❖ The consultant shall preserve documents and data in softcopies/ hard copies in accordance with the legal /regulatory obligations of the Bank.
- ❖ Bank reserves the right to accept or reject any application/proposal without assigning any reason thereof.
- ❖ It should be noted that the Bank shall not pay any amount/expenses / charges / fees/travelling expenses / boarding expenses / lodging expenses / conveyance expenses/ out of pocket expenses etc. other than the fees as per the final price of the successful applicant at the time of Commercial bidding.

4. Payment Schedule

Payment to consultant will be done on recruitment wise basis for each separate recruitment, further payment will be divided in four stages.

- ❖ Stage 1: At the time of release of advertisement

10% of the quoted price for the recruitment of that post subject to receipt of minimum three applications as per eligibility criteria/ job specification of the post.*



- ❖ Stage 2: After the completion of interviews & shortlisting of the candidates

30% of the quoted price for the recruitment of that post.

Note: In case of re-advertisement due to non-shortlisting of the appropriate candidate at stage 2, the payment of such subsequent advertisement will be made at the rate of 50% of the payment made for the advertisement at stage 1 previously, subject to receipt of minimum three applications as per eligibility criteria/ job specification of the post. The said payment will be netted off from the payments to be released at later stage for that post.

- ❖ Stage 3: After the joining of the selected candidate

30% of the quoted price for the recruitment of that post.

- ❖ Stage 4: Three month after the joining of the selected candidate

Remaining of the quoted price for the recruitment of that post.

*Bank reserves the right to go ahead with the selection process in case Bank finds the suitable candidate in case of receipt of less than three (03) applications. In this case payment will be made as per stage 1.

Payment to the hired consultant will be done within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on completion of work and satisfactory performance as certified by the Bank's authority. If no candidate is selected then payment will be restricted to the stage already paid to the consultant.

5. Duration of the consultant:

Post the evaluation process, the successful bidder shall be hired/engaged for a period of one year initially. The term can be further extended by the Bank's Board one year at a time, subject to maximum period of three years, provided services of the bidder is satisfactory at Bank's sole discretion.

6. Taxes and Duties

- ❖ It will be the responsibility of the Vendor to provide clarifications/particulars/documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its own cost.
- ❖ Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to effect such deductions from the payment due

7. Data Protection

Bidder will process Bank's personal data on Bank's behalf as part of the Services,



bidder will comply with the Information Technology Act, 2000 and will comply with all applicable privacy and data protection provisions and applicable laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Any Web portal used by the bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

SECTION – V

1. General Terms and Conditions

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

Rules for Responding to this RFP

All responses received after the due date/time as mentioned in "Key Information on the RFP Submission" would be considered late and would be liable to be rejected.

All responses should be in English language. All responses by the Organization to this RFP shall be binding on such Organization for a period of 180 days after opening of the responses.

All RFP responses would be deemed to be irrevocable offers/proposals from the Organizations and may be accepted by the Bank to form part of final contract between the Bank and the selected Organization. Unsigned responses would be treated as incomplete and are liable to be rejected.

The responses once submitted cannot be withdrawn/ modified after the last date for submission of the responses unless specifically permitted by the Bank. In case, due to unavoidable circumstances, the Bank does not award the contract within 180 days from the last date of the submission of the responses, and there is a possibility to award the same within a short duration, the Organization would have the choice to withdraw the response.

The Organization may modify or withdraw its offer after submission, provided that, the Bank prior to the closing date and time receives a written notice of the modification or withdrawal prescribed for submission of offers. No offer can be modified or withdrawn by the Organization subsequent to the closing date and time for submission of the offers.

It is mandatory to submit duly filled in details in the formats provided along with this document. The Bank reserves the right not to allow/ permit changes in the technical Requirements and not to evaluate the offer in case of non-submission of the technical details in the required format or partial submission of technical details.

In case of discrepancy in soft copy and hard copy of the responses, the Organization agree that Bank will consider hard copy as final and it will be binding on the Organization. The Bank in this case may also reject the offer outright.

The Organization at no point in time can excuse themselves from any claims by the Bank



whatsoever for their deviations in conforming to the terms and conditions and other schedules as mentioned in the RFP circulated by the Bank. The Organization shall be fully responsible for deviations to the terms & conditions etc. as proposed in the RFP.

2. Others

Responses to this RFP should not be construed as an obligation on the part of the Bank to award a purchase contract for any services or combination of services. The Bank reserves the right to withdraw, cancel or postpone the RFP and subsequent process at any stage, without assigning any reason.

Failure of the Bank to select an Organization shall not result in any claim whatsoever against the Bank. The Bank reserves the right to reject any or all responses in part or in full, without assigning any reason whatsoever.

By submitting a proposal/response to the RFP, the Organization agrees to promptly enter into the contract/agreement with the Bank for any work awarded to the Organization. Failure on the part of the awarded Organization to execute a valid contract with the Bank will relieve the Bank of any obligation to the Organization, and a different Organization may be selected based on the selection process.

The terms and conditions as specified in the RFP and addendums/corrigendum (if any which will be notified on the Bank's corporate website www.pnbindia.in) thereafter are final and binding on the bidder. In the event that the Organization is not willing to accept the terms and conditions of the Bank, the bidder may be disqualified. Any additional or different terms and conditions proposed by the Organization would be rejected unless expressly accepted by the Bank in writing.

The selected bidder must strictly adhere to the delivery dates or lead times identified in their proposal and as agreed by the Bank. Failure to meet these delivery dates, unless it is due to reasons entirely attributable to the Bank, may constitute a material breach of the Organization's performance. In the event that the Bank is forced to cancel an awarded contract (relative to this RFP) due to the Organization's inability to meet the established delivery dates or any other reasons attributing to the Organization then that Organization will be responsible for any re-procurement costs suffered by the Bank.

Performance Guarantee shall be invoked, in case consultant breaches the agreed time limit more than once for any recruitment process.

The successful bidder represents that the RFP Response to be submitted shall meet the proposed RFP requirement. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or



services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Organization at no additional cost to the Bank.

The successful bidder also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Organization of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Organization to fulfil all the terms and conditions of this RFP. The modifications, which are accepted by the Bank, shall form a part of the final contract.

All terms and conditions, time frame for expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the Organization. The Bank shall not be responsible for any judgments made by the Organization with respect to any aspect of the Service. The Organization shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in confirming to the terms and conditions, payments schedules, expected service levels etc. as mentioned in this RFP.

The Bank and the Organization covenants and represents to the other Party the following:

- a) It is duly incorporated, valid existing and in good standing under or as per the laws of the state in which such Party is incorporated.
- b) It has the corporate power and authority to enter into Agreements and perform its obligations thereunder. The execution, delivery and performance of terms and conditions under Agreements by such Party and the performance of its obligations there under are duly authorized and approved by all necessary action and no other action on the part of such Party is necessary to authorize the execution, delivery and performance under an Agreement.

The execution, delivery and performance under an Agreement by such Party:

- a) Will not violate or contravene any provision of its documents of incorporation;
- b) Will not violate or contravene any law, statute, rule, regulation, licensing requirement, order, injunction or decree of any court, governmental instrumentality or other regulatory, governmental or public body, agency of authority by which it is bound or by which any of its properties or assets are bound;
- c) Except to the extent that the same have been duly and properly completed or obtained, will not require any filing with, or permit, consent or approval of or license from, or the giving of any notice to, any court, governmental instrumentality or other regulatory, governmental or public body, agency or authority, joint venture

party, or any other entity or person whatsoever;

- d) To the best of its knowledge, after reasonable investigation, no representation or warranty by such Party in this Agreement, and no document furnished or to be furnished to the other Party to this Agreement, or in connection herewith or with the transactions contemplated hereby, contains or will contain any untrue or misleading statement or omits or will omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the attention of such Party and which have not been disclosed herein or in a schedule hereto, having a direct impact on the transactions contemplated hereunder.

The Organization shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the assignment, from time to time.

The Bank would not assume any expenses incurred by the Organization in preparation of the response to this RFP and also would not return the proposal documents to the Organizations.

The Bank will not bear any costs incurred by the Organization for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.

3. Other Terms & Conditions

This RFP may undergo change by either additions or deletions or modifications till the last date of submission of the bid. The Bank also reserves the right to change any terms and conditions including eligibility criteria of the RFP and its subsequent addendums/corrigendum as it deems necessary at its sole discretion. The Bank will inform all Organizations about changes, if any.

The Bank may revise any part of the RFP, by providing a written addendum/corrigendum at any stage till the award of the contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date. The addendums/corrigendum, if any, shall be published on the Bank's website only.

The Bank reserves the right to extend the dates for submission of responses to this document.

Organizations shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to

be submitted to the RFP coordinator mentioned in "Key Information on the RFP Submission", and should be received by the nominated point of contact in writing through email before the scheduled date as indicated in the schedule of timeframe. Responses to inquiries and any other corrections and amendments will be published on Bank's website in the form of addendum/corrigendum to the RFP or through electronic mail; the preference for distribution would be with the Bank. The Organization, who posed the question, will remain anonymous.

Preliminary Scrutiny - The Bank will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Bank may, at its discretion, waive any minor non-conformity or any minor deficiency in an offer. This shall be binding on all Organizations and the Bank reserves the right for such waivers and the Bank's decision in the matter will be final.

Clarification of Offers - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Organizations for clarification of their offer. The Bank has the right to disqualify the Organization whose clarification is found not suitable to the proposed assignment.

Erasures & Alterations - All the corrections or alterations, if any, should be authenticated.

There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up containing correct technical information of the services being offered. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure / manual" is not acceptable to the Bank. Offers not adhering to these guidelines may not be accepted by the Bank.

Right to Alter Scope - The Bank reserves the right to alter the requirements specified during the RFP stage. The Bank also reserves the right to add/ modify/ delete one or more specifications related to eligibility or technical requirements for the purpose of the RFP.

If the Bank is not satisfied with the specifications as specified in the RFP and observes major deviations, the proposals of such Respondents will not be short-listed for further evaluation. No further discussions shall be entertained with such Respondents in respect of the proposal submission.

Confidentiality - Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under



any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise provided. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. This clause shall survive even after the expiry / termination of the agreement.

- a) All information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.
- b) All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labelled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to the provisions of the Non-Disclosure Agreement signed between the Bank and Service Provider.
- c) Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.
- d) Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in the Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further, each party shall ensure that each personnel representing the respective party agree to be bound by the terms of the Agreement.



The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

- a) Where Confidential Information comes into the public domain during or after the date of the Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
- b) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
- c) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
- d) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
- e) Where any Confidential Information is required to be disclosed pursuant to a requirement a governmental agency or law so long as the parties provide each other with timely prior written notice of such requirement and provide all reasonable co-operation in respect to taking protective action against such disclosure requirement.
- f) Service Provider shall abide with the Bank's IT and Information Security policy in key concern areas relevant to the project. Specific requirements will be shared as and when required.
- g) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis. Service Provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software / support.
- h) The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under the Agreement.

The Successful Bidder further agrees that it shall neither, any confidential information of the Bank without express consent of the Bank in writing. The Successful Bidder also agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Successful Bidder shall use reasonable efforts to advise the Bank immediately in the event 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 RFP and shall 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 terms of the RFP, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the RFP to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Successful Bidder is bound to maintain the confidentiality.

Even if a Successful Bidder's employee leaves the job or his services are terminated/expires, the Successful Bidder shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorized profits out of it. Successful Bidder shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

Bank acknowledges that it considers the Successful Bidder's related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and agrees that unless Bank has obtained Successful Bidder's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees or representatives of Successful Bidder, or any other person, it believes has been authorised by Successful Bidder to receive such information, to whom it shall be disclosed only for purposes specifically related to Successful Bidder's permitted use of the Products.

The obligation contained in this clause shall survive after the termination of the RFP. Confidentiality of customer information shall be maintained and survive even after the RFP expires or terminated.

The infraction of confidentiality terms shall constitute material breach of the RFP, and the bank shall be entitled to take appropriate actions as available in law or under the RFP against the Successful Bidder as the case may be. Successful bidder agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

Upon expiration or termination of the Agreement and on all amounts as due and payable to Service Provider under the Agreement having been received by Service Provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials or any data provided by the bank and data gathered from sites which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

4. Contract Commitment

The Bank intends that the contract commitment, which is contemplated herein with the successful Bidders, shall be for a period as defined by the Bank as per the specifications

contained in this RFP.

5. Conflict of Interest

Bank requires that bidder provide professional, objective, and impartial advice and at all times hold Bank's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from Bank.

5.1. Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:

- a) **Conflicting Assignment/ Job:** A bidder (including its Personnel) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Partner / its personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.
- b) **Conflicting Relationships :** A bidder (including its Personnel) that has a material business or close family relationship with a member of Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Bank throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of Bank staff associated with the Partner in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

5.2 Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if Bank comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

6. Dispute Resolution

All disputes or differences or disagreement whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents or in connection with the contract /order placed by the Bank 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 Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal arising from order of arbitrator will be subject to the exclusive jurisdiction of courts at Delhi. The Courts of Delhi shall have jurisdiction in relation thereto. The Venue /Seat of Arbitration shall be Delhi.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the bidder a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

The bidder shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the bidder fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator and same shall be binding upon the bidder.

The bidder shall continue to 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, is obtained. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the bidder which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

The venue of the arbitration shall be Delhi.

7. Governing Laws:

This RFP and the subsequent Work Order/Empanelment Agreement shall be governed and construed and enforced in accordance with the laws of India and both, the Bank and the Hired Applicants, shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this RFP and subsequent Agreement, only the courts in New Delhi shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

8. Notices and other Communication

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with

acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

9. Force Majeure

The bidder or the Bank shall not be responsible for delays or non-performance of any or all contractual obligations due to any Force Majeure cause which is beyond the control of the bidder or Bank, but does not include commercial hardship or any difficulty in performance of the contract, as the case may be and which substantially affects the performance of the obligations under the Agreement of the contract such as including:

- a) Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any country, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes.
- c) Acts of public enemy, accidents and disruptions including but not limited to fires, explosions, breakdowns of essential machinery or equipment.
- d) Transportation delay due to force majeure or accidents.
- e) Strikes, lockouts and sabotages.
- f) Riots and civil commissions.
- g) Lockdown imposed by Govt, Pandemic declared by Govt and Quarantine restriction imposed by the govt. etc.
- h) Notwithstanding anything contained herein, acts of force majeure will not include acts of commercial hardship.

- i) Provided that the successful bidder shall notify the Bank in writing of such causes within Seven (7) days from the occurrence of such cause.
- j) Unless otherwise directed by the Bank in writing, the bidder shall to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all the obligations, not prevented by the Force Majeure event.
- k) Provided further that in case of delay in Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the contract and the Bank shall have the right to terminate this contract without giving any further notice to the bidder.

10. Assignment

The selected Bidder agrees that the bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the firm's affiliate without the prior written consent of the Bank. If the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, 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

11. Background Check

Successful bidder has to conduct proper background check of the employees of the bidder. Onsite staff should submit BGV (Background check Verification document) in regard to compliance of Education Qualification, Certification, Experience and Police Verification from HR at the time of Onboarding of resources to the Bank. The resource to submit Company ID Card and a copy of KYC at the time of joining of the project to the Bank

12. Waiver

No failure or delay on the part of either party relating to the exercise of any right power, privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor

shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

13. Termination

Bank shall have option to terminate / cancel this RFP at any stage without any prior notice.

The Bank, without prejudice to any other remedy for breach of Work Order, by written notice of default sent to the selected bidder, may terminate the Work Order in whole or in part, if the selected bidder fails to perform any obligation(s) under the Work Order/ Empanelment Agreement.

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

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

Nothing herein shall restrict the right of Bank to invoke the Performance Bank Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that maybe available to Bank under law or otherwise.

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

Bank may terminate the Agreement in full or in parts by giving a written notice of **90**

days to the other party against acknowledgement. Similarly, Bank may terminate the Work Order in full or in parts by giving a written notice of 7 days to the other party against acknowledgement.

The party shall make full endeavor for a smooth transition/provide all support to the new Applicant and/or other party so as to ensure continued customer service and minimum disruption.

Bank will have the right to terminate the contract after giving **90 days** advance notice to the consultant in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of order contract. Decision of the Bank regarding quality of services will be binding on the Consultant.

The Bank shall have the right to terminate/cancel the contract with the consultant 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 services.
- b) Discrepancies / deviations in the agreed processes.
- c) Failure of consultant to complete implementation within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Change in Bank Policy
- f) Unsatisfactory performance.
- g) The Bank may terminate the Agreement in case of breach of any of the representation and warranties.

The Bank shall have the option to terminate the Agreement with the successful bidder in case of breach of any of the terms and condition as specified in the Agreement. Notwithstanding anything contained herein above, the Bank shall have the right to terminate the Agreement without assigning any reason to the consultant without any consequences.

In case of termination due to reasons attributable to the service provider as decided by the Bank, Bank reserves the right to allot the remaining work to another service provider of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be recovered by the Bank from service provider from PBG, pending payment etc. apart from the other recovery action.

14. Publicity

Any publicity relating to the work to be carried out in BANK towards this project is strictly prohibited. No information of any nature related to this project shall be

disclosed to any third party unless otherwise necessary and prior permission has been taken from Bank.

15. Solicitation of Employees

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) year thereafter, except as the parties may agree on a case-by-case basis.

The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

16. Compliance with Laws

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise

for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder.

The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

17. Privacy and Security Safeguards

The Bidder shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location. The Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Banks' prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any Bank location

18. Order Cancellation

This Tender/engagement or subsequent Agreement shall be deemed to have been terminated by Punjab National Bank one day prior to the happening of the following events of default:

- ❖ The Successful/ Selected Bidder becomes 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;
- ❖ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Successful/ Selected Bidder and such appointment continues for a period of twenty one (21) days;
- ❖ The Successful/ Selected Bidder is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing between the parties.; or
- ❖ The Successful/ Selected Bidder becomes the subject of a court order for its winding up.

Further the Punjab National Bank reserves the right to cancel the Work Order of the Hired Applicant and recover expenditure incurred by the Bank in the event of any of the defaults occur and the same is not rectified within 7 days from the date of receipt of intimation from the Bank with respect of occurrence of such default in case of:

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

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

PART EXIT CLAUSE: Bank may any time terminate or exit from the agreement for all/some specific services by giving written notice of **90 days** to the Applicant. Bank may choose to utilize its own expertise/use any other service provider with better value proposition for customers or engage an Applicant identified by the Government/Regulatory/other statutory body to provide all/select services depending upon the nature of technical independence of the services on the proposed solution and thus fully/partly exit from the arrangement. In such cases, the amount due for the service for subsequent period would not be payable.

19. Indemnity

The selected applicant shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, damages, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- ❖ The Bank's authorized/ bona fide use of the Deliverables and /or the Services provided by the selected Bidder under this RFP; and/or
- ❖ An act or omission of the selected Bidder and/or its employees, in performance of the obligations under this RFP; and/or
- ❖ Claims made by employees who are deployed by the selected Bidder, against the Bank; and/or
- ❖ Claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the selected Bidder to its employees
- ❖ Breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the

selected Bidder under this RFP; and/or

- ❖ Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ❖ Breach of confidentiality obligations of the selected Bidder contained in this RFP; and/or
- ❖ Negligence or misconduct attributable to the selected Bidder or its employees.

Bank shall notify the bidder in writing as soon as practicable when the Bank becomes aware of the claim, and the bidder will cooperate in the defense and settlement of the claims.

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 contract. 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 machine/licenses supplied 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 VENDOR cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

The bidder shall have sole control of the defense and all related settlement/ negotiations, and Bank will provide the bidder with the assistance, information and authority reasonably necessary to perform the above.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the selected Bidder.

In the event of successful bidder does not fulfill its obligations under this clause within the period specified in the notice issued by the Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the vendor under this assignment.

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

20. Corrupt and Fraudulent Practices

As per the Government directives, it is required that selected Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- ❖ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ❖ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among applicants(prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the selected Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

21. Violation of Terms

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

22. Authorized Signatory

The hired consultant shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the Work Order. The Hired Applicant shall submit at the time of signing the Work Order, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the Company or a Power of Attorney copy to discuss, sign agreements/ Work Order with the Bank. The applicant shall furnish proof of signature identification for above purposes as required by the Bank. This clause also extends in case of partnership firm or LLP firm.

23. Execution of a Service-Level Agreement/Non-Disclosure Agreement

The successful Applicant shall execute (a) a Service Level Agreement (SLA) or hiring Agreement, as the case may be which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Bank; and (b) Non-Disclosure Agreement (NDA). The costs and expenditure should be borne by the Applicant. The Applicant shall execute the prescribed agreement within one month from the date of acceptance of Letter of Appointment. The hiring Agreement/ Work Order shall be executed by the authorized signatory of the successful Applicant.

24. Right to Reject Proposals

The Bank reserves the absolute and unconditional right to reject the response to this RFP without assigning any reason if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- ❖ It is not in conformity with the instructions mentioned in the RFP Document.
- ❖ It is not properly or duly signed.
- ❖ It is received through email / fax.
- ❖ It is received after expiry of the due date and time.
- ❖ It is incomplete including non- furnishing the required documents.
- ❖ It is evasive or contains incorrect information.
- ❖ There is canvassing of any kind.
- ❖ It is submitted anywhere other than the place mentioned in the RFP.

25. Principal to Principal Liability

The employees engaged by the Consultant shall be deemed to be the employees of Consultant only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Consultant alone would comply with the statutory obligations and Labor Regulations/ Rules in this regard. None of the provisions of the RFP shall be deemed to constitute a partnership or joint venture or employee- employee relationship between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other nor there is a master –servant relationship between the parties. The relationship is on principal to principal basis.

The Consultant shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labor law, including, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965,

The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labor legislations as applicable, remain payable with respect to his personnel/employees. The Consultant will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labor legislations.

26. Limitation of Liability

Consultant's aggregate liability under the contract shall be limited to a maximum of the contract value.

In the following circumstances limitation of liability shall not apply and the Consultant shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-

- ❖ Breach of the confidentiality provisions.
- ❖ Liability for an infringement of a third party's IPR by the Consultant.
- ❖ Employment liabilities for Consultant's staff relating to the period of their employment within contractual period while working with purchaser Bank.
- ❖ Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- ❖ Liability of Vendor (including third party claims) in case of bodily injury (including Death);
- ❖ Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;
- ❖ Liability of the Vendor in case of gross negligence or willful misconduct attributable to the Vendor while providing services under this Agreement;
- ❖ Liability of the Vendor in case of fraudulent acts or willful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;

Any other breach caused due to the non-performance of the obligations of the Consultant under the Agreement. This limit shall not apply to third party claims.

27. Sub-Contracting

Subcontracting is prohibited. However, due to some unavoidable circumstances Bidder may associate a part of work only, with explicit consent of Bank, subject to the condition that only part of the activity for which bidder does not have capability may be taken with the help of an associate. The successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction RFP has been floated, before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same. In case sub-contracting is permitted by the Bank, the contracting party will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all the terms and conditions of this RFP. Bank shall deal with successful bidder only and any third-party contract made by it and terms & conditions associated therewith will not be binding on PNB. The successful bidder shall be responsible for managing the activities of its



personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanor of civil and criminal nature.

28. Non-Exclusivity

It is expressly agreed by the successful bidder that the contract shall be on a non-exclusive basis. PNB reserves its right to appoint/engage one or more agency (ies) to provide like services concurrently during the currency of this contract.

29. Substitution of Project Team Members

The bid should also contain resource planning proposed to be deployed for the project which includes inter-alia, the number of personnel, skill profile of each personnel, duration of employment etc.

During the assignment, the substitution of key staff identified for the assignment shall not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the Bank by providing alternate staff of same level of qualifications and expertise. If the Bank is not satisfied with the substitution, the Bank reserves the right to terminate the contract and recover whatever payments made by the Bank to the Bidder during the course of this assignment besides claiming an amount, equal to the contract value as liquidated damages. The Bank reserves the right to insist the Bidder to replace any team member with another (with the qualifications and expertise as required by the Bank) during the course of assignment. The Bidder will have to undertake that no such substitution would delay the project timelines.

30. Adherence to Standards

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

The Applicant should provide professional, objective and impartial advice at all times and hold the Bank's interest paramount and should observe the highest standard of ethics while executing the assignment. The applicant will be responsible for the authenticity and genuineness of the work undertaken and will be liable for breach of contract if discrepancies/violations are observed.

If the Hired Applicant fails to complete the due performance in accordance to the terms and conditions of the Work Order, the Bank reserves the right either to cancel the

Work Order or to accept performance already made by the Hired Applicant.

Notwithstanding Bank's right to terminate the order, penalty at 0.50% (half percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 7.5% of the order value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder. Such penalties will be based on the timelines stated by the Bidder during the presentation to the bank (Timelines shall be made part of SLA).

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% of the Contract value as Liquidated Damages for non-performance.

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

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

- ❖ The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- ❖ If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- ❖ If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for nonperformance. Agreement violation will attract penalties.

31. Audit/ Inspection for Reports

Bank can conduct any third party inspection/audit for any phase of the contract and successful bidder must take all necessary changes as mentioned by the results of these

audit. Bank will incur the cost of appointment of a third party audit and successful bidder must ensure that findings of the audit are successfully closed by successful bidder within mutually agreed timelines.

It is agreed by and between the parties that the Service Provider shall get itself annually audited by internal/external empaneled Auditors appointed by the Bank/ inspecting official from the Bank, Reserve Bank of India or any regulatory authority, an unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting records will be out of the scope for the purpose of audit conducted by the Bank. If Vendor is outsourcing any portion of the above activity, it will be the responsibility of Vendor to ensure that authorities/officials as mentioned above are allowed access to places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.

Service provider shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded. Vendor shall also ensure the preservation of documents and data in accordance with the legal/regulatory obligation of the bank in this regard.

Service provider recognizes the right of Reserve Bank of India (RBI) to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.

Punjab National Bank reserves the right to:

- ❖ Reject any and all responses received in response to the RFP
- ❖ Waive or Change any formalities, irregularities or inconsistencies in proposal format delivery
- ❖ Extend the time for submission of all proposals
- ❖ Select the most responsive bidder (in case no bidder satisfies the eligibility criteria in totality)
- ❖ Select the next most responsive bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- ❖ Share the information/ clarifications provided in response to RFP by any bidder, with any other bidder(s) /others, in any form.
- ❖ Cancel the RFP/Tender at any stage, without assigning any reason whatsoever.
- ❖ Change the time schedule of the RFP for inviting the bids or evaluation thereof
- ❖ Modify the requirements or any specifications related to eligibility or



technicalities.

- ❖ No obligation to accept the lowest or any other offer received in response to the RFP and shall be entitled to reject any or all of the offers. Bank has full rights to reissue the tender / bid/RFP for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.



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Annexure 1: LETTER OF AUTHORIZATION FOR SUBMISSION OF RESPONSE

To,
Assistant General Manager
Punjab National Bank
Human Resources Division
Plot No. 4, Sector 10, Dwarka
New Delhi 1100754

SUB: Authorization Letter for submitting RFP proposal documents.

REF: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank

Sir/Madam,

This has reference to your above RFP for Hiring of Human Resource Consultant for Recruitment of Specialized Executives/Domain Experts in Senior Management Positions on contractual basis in Punjab National Bank.

Mr./Ms is hereby authorized to submit the response documents, to submit sealed response, and to sign any documents pertaining to the RFP on behalf of our organization for all the services required by the Bank as called for vide the Bank's RFP as referred to above, on behalf of our organization. He/ She is also authorized to take decisions on behalf of the company till the RFP process is completed.

Certified photocopy of Power of Attorney (POA) of the person authorizing such person is duly submitted. We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods/services offered for supply by the Organization against this RFP.

The specimen signature is attested below:

Specimen signature of the
Representative Signature of the
Authorizing Authority

Name of the Authorizing Authority (Certified Xerox copy of POA of authorized
Signatory/authority is to be submitted)

Note: This letter of authority should be on the letterhead of the Respondent on whose behalf the proposal is submitted and should be signed by a competent authority/person



or the person having the power of attorney to bind the principal. It should be included by the Organization in its proposal.



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Annexure 2: RFP RESPONSE COVERING LETTER

To,
Assistant General Manager
Punjab National Bank
Human Resources Division
Plot No. 4, Sector 10, Dwarka
New Delhi 1100754

SUB: Response to RFP

REF: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank.

Having examined and understood the instructions including all Annexures, Terms & Conditions forming part of the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP.

We also submit required information along with documentary evidence in following format:

We hereby undertake to participate in the RFP process and will provide our services as Hired Applicant if selected, as per the Work Order/Empanelment Agreement signed by the successful Applicants with the Bank.

We confirm that we have not made any changes in the templates provided by the Bank as part of the RFP process, except for filling in appropriate columns.

We confirm that our Organization has not been black listed/ debarred by any Government or Regulatory bodies in India and overseas.

We confirm that our Organization does not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the services.

We also confirm that the offer shall remain valid for 6 months from the date of the offer.

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



SN	Parameter	Response - Specify wherever relevant
1	Name of the Company and nature of business	
2	Holding company or Parent Company (if any)	
3	Company address	
4	Details of Ownership	
5	Name of the Parent Company (if any)	
6	Year of commencement of business	Global
		India
7	Total number of staff	Global
		India
8	Number of years of sectorial experience as on 28.02.2023 of providing recruitment services in BFSI/Govt./PSBs/PSU/Large Organizations, having minimum 10,000 employee and/or turnover of Rs. 500 Crore and above in India.	
9	Number of organizations in which recruitment services provided as on 28.02.2023 in BFSI/Govt./PSBs/PSU/Large organization, having minimum 10,000 employee and/or turnover of Rs. 500 Crore and above in India.	
10	Experience of the applicant in the line of business of providing recruitment services in any of the Senior Management Positions as mentioned in this RFP/ Board level Positions in India in the BFSI Sector as on 28.02.2023.	
11	Methodology and approach adopted by the consultant while undertaking the assignment for which Invitation Document is issued/customized to Bank's requirement in India	
12	Team support to be provided to Punjab National Bank with relevant educational background (<i>preferably MBA in HR/ Personnel Management</i>) from premiere B school like IIMs, XLRI, FMS etc. Tier I colleges in India or abroad with relevant experience in HR Recruitment Consultancy.	

Signature of the Authorized Signatory Name:

Designation:

Name of the Organization:



Address:

Note: Supporting documents like Certificate of Commencement of Institute / Organization, Balance sheets and financial statement (Audited if applicable), certificate of registration from competent authority, ITR, previous assignments etc. duly signed by the competent authority should be attached with the proposal.



Annexure 3: PROJECTS/PROGRAM DROPPED WITHOUT COMPLETION

Use the format below to provide information about programs for which Organization was legally contracted for carrying out consulting assignment and which were dropped without completion. Please mention more than one assignment under the same client, if required. (Use separate sheet for each client)

1	Name of the client/description of the client:	
2	Description of the assignment:	
3	Duration of the assignment (in months) as per the agreement:	
4	Start date:	
5	End date/Date on which the project/program was dropped:	
6	Contact details of the client	
7	Reasons for non-completion / dropping	
8	Any other relevant information	

Signature:

Name:

Designation:

Date:

Seal of the Institute / Organization:



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Annexure 4: KEY PERSONNEL DETAILS

Key personnel to be provided to Punjab National Bank with relevant educational background, qualifying experience and credentials for the duration of project should be detailed in the format given below.

S. No.	Name of the personnel	Educational Qualification & Certification along with name of University and Institution	Previous BFSI Organizations where team member was associated	Duration of team member association	No. of years of Experience
1					
2					
3					
4					
5					
6					

Signature:

Name:

Designation:

Date:



Annexure 5: DETAILED TECHNICAL PROPOSAL- CAPABILITY, APPROACH, METHODOLOGY AND WORK PLAN

Applicants are requested to present the technical proposal with their approach, methodology in the form of brief write up under following 5 sections:

Experience & Capability

Brief information on the Applicant's organizational set-up, size, and experience in Recruitment of Specialized Executives/Domain Experts in Senior Management Positions on contractual basis, expertise in the proposed work. Details of similar type of work undertaken for Indian Public Sector Banks / Private Sector Banks / Financial Institutions. Applicant's international set-up and experience if any.

Understanding of Scope of work

Details of Applicant's perception of the nature and scope of and key issues related to scope of work involved, implementation of efficient tool for execution of strategy.

Approach, Methodology and Work-plan

This should include details of overall approach to the areas listed in the RFP along with specific potential proposals / solution on each of these areas, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at each stage of the work with key milestones. The Applicant should also explain why the methodology adopted is consistent with the objective of the programme, and the specific objectives outlined for each pillar of the assignment.

Key Personnel Composition

This chapter should contain details of the key personnel composition, key executives proposed for the project. Applicant should also contain the details of key experts and technical staff responsible for each assignment.

Signature:

Name:

Designation:

Date:



Annexure 6: UNDERTAKING

(This letter should be on the letterhead of the Bidder duly signed by an authorized signatory)

To,
The Assistant General Manager
Punjab National Bank
Corporate Office, Plot No. 4,
Dwarka Sector-10
New Delhi - 110075

Sub: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank

Sir/Madam,

Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake recruitment of Specialized Executive/ Domain Expert in Senior Management Positions in Punjab National Bank in full conformity with the said RFP document and in accordance with our proposal.

- 1) If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 2) We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of (6) months from the last date for submission of RFP document to the Bank.
- 3) This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 4) We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
- 5) We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 6) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.
- 7) We hereby covenant, warrant and confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Dated this.....by 2023



Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Firm:

Address:



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Annexure 7: CONFORMITY LETTER

(This letter should be on the letterhead of the Respondent duly signed by the authorized signatory)

To,
The Assistant General Manager
Punjab National Bank
Corporate Office, Plot No. 4,
Dwarka Sector-10
New Delhi - 110075

Sub: **RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank.**

Sir/Madam,

Further to our proposal dated....., in response to the Request for Proposal (REF:HRD:REC:_____ hereinafter referred to as "RFP") issued by Punjab National Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours sincerely,

Signature of the Authorized Signatory

Name:

Designation:

Name of the Organization:

Address:



Annexure 8: CREDENTIALS

The expertise of the consultant in recruiting Specialized Executive/ Domain Expert in Senior Management Positions in other organizations should be exhibited in detail. The Credentials should be arranged as below:

SI. No.	Name of Organization along with the industry and country where the intervention was undertaken	Scope of the Assignment	Duration of the Assignment	Project Team
1				
2				
3				
4				
5				

All Credentials should be backed by references, which must include the following details:

- Contact Person's Name
- Name of Organization and Designation
- E-mail Address
- Mobile Number

The Bank reserves the right to approach the references for further background checks.



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Annexure 9: FORMAT FOR RFP QUERIES

S. No	Section	Page No.	Particulars as mentioned	Query



Annexure 10: PERFORMANCE BANK GUARANTEE FORMAT

(To be submitted by the successful bidder)

BANK GUARANTEE

(FORMAT OF PERFORMANCE BANK GUARANTEE)

To,
Assistant General Manager
Punjab National Bank
Human Resources Division
Plot No. 4, Sector 10, Dwarka
New Delhi 1100754

WHEREAS M/S (Name of Bidder) a Company registered under the Indian Companies Act, 1956 and having its Registered Office at (Please provide complete address) (Hereinafter referred to as "Bidder") was awarded a contract by Punjab National Bank (PNB) vide their Purchase Order no. dated (Hereinafter referred to as "PO") for

AND WHEREAS, in terms of the conditions as stipulated in the PO and the Request for Proposal document No.....Dated.....for.....(hereinafter referred to as "RFP"), the Bidder is required to furnish a Performance Bank Guarantee issued by a Public Sector Bank in India in your favor for Rs...../- towards due performance of the contract in accordance with the specifications, terms and conditions of the purchase order and RFP document (which guarantee is hereinafter called as "BANK GUARANTEE").

AND WHEREAS the Bidder has approached us for providing the BANK GUARANTEE.

AND WHEREAS at the request of the Bidder, WE,, a body corporate in terms of the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 having its..... Office at and a branch inter alia at..... India have agreed to issue the BANK GUARANTEE.

THEREFORE, WE, (name of Bank and its address)through our local office at..... India furnish you the BANK GUARANTEE in manner hereinafter contained and agree with you as follows:

- 1 Wedo hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-(Rupees only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or



breaches on the part of the Bidder of any of the terms and conditions contained in the PO and RFP and in the event of the Bidder committing default or defaults in carrying out any of the work or discharging any obligation under the PO or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs...../-(Rupees only) as may be claimed by you on account of breach on the part of the Bidder of their obligations or default in terms of the PO and RFP.

- 2 Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Bidder has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Bank shall be conclusive as regards the amount due and payable by us to you.
- 3 This Bank Guarantee shall continue and hold good until it is released by you on the application by the Bidder after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after (date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
- 4 You will have the fullest liberty without our consent and without affecting our liabilities under this Bank Guarantee from time to time to vary any of the terms and conditions of the PO and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Bidder and either to enforce or forbear to enforce any of the terms and conditions of the said PO and RFP and we shall not be released from our liability under Bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Bidder or any other forbearance, act or omission on your part or any indulgence by you to the Bidder or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. /-(Rupees..... only) as aforesaid or extend the period of the guarantee beyond the said (date) unless expressly agreed to by us in writing.
- 5 The Bank Guarantee shall not in any way be affected by your taking or giving up any securities from the Bidder or any other person, Bidder or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Bidder.
- 6 In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Bidder hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of Bank Guarantee.
- 7 Subject to the maximum limit of our liability as aforesaid, Bank Guarantee will cover all your claim or claims against the Bidder from time to time arising out of or in relation to the PO and RFP and in respect of which your claim in writing is lodged on us before expiry of Bank Guarantee.
- 8 Any notice by way of demand or otherwise hereunder may be sent by special courier, fax or registered post to our local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.



- 9 The Bank Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing uncanceled and this Bank Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 10 The Bank Guarantee shall not be affected by any change in the constitution of the Bidder or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
- 11 The Bank Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
- 12 We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Bidder in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Bidder shall have no claim against us for making such payment.
- 13 Notwithstanding anything contained herein above;
 - a. Our liability under this Guarantee shall not exceed Rs./- (Rupeesonly)
 - b. This Bank Guarantee shall be valid up to (Being the date of expiry of the Guarantee)(Validity period);
 - c. Further, a claim period of days after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only;
 - d. We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand duly receipted by authorized Bank official within the validity period of the guarantee as above or within claim period, if any;
 - e. Further, unless a suit, if any, is lodged against the Bank before the Competent Court of Law within ONE YEAR from the date of invoking the Bank Guarantee, as above, all your rights to avail legal remedies against the Bank under the Bank Guarantee shall stand extinguished and Bank shall be relieved and discharged from all its obligations and liabilities under this Bank Guarantee in terms of Exception 3 to Section 28 of the Indian Contract Act, 1872.”
- 14 We have the power to issue this Bank Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by the Banks.

Dated this the day of, 20.....

For and on behalf of

Branch Manager Seal and Address



Annexure 11: INTEGRITY PACT

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as “The Principal”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. _____ having its registered office at _____ hereinafter referred to as “The Bidder/Contractor”, expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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 will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit



themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the 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(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the existing provisions of GFR, 2017, PC Act, 1988 and



other Financial Rules/Guidelines etc.

Section 4- Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

- (1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

Section 6- Equal treatment of all Bidders/Contractors/Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.



Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor Shri. Shri Deepak Anurag, (IA & AS, Retd.), (email ID: anuragd@cag.gov.in) (Mob no. 9810676339) & Dr. Sarat Kumar Acharya (Ex-CMD, NLC India Ltd.), (email ID: sarat777@rediffmail.com), (Mob no. 9442118060) for this Pact after approval by 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 the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- (7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged. determined by MD & CEO, PNB.

Section 10- Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.



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(7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Annexure 12: CHECKLIST OF DOCUMENTS TO BE SUBMITTED

Documents to be submitted	Format as per	Attached in Bid Yes/No	Page No	
			From	To
Letter of Authorization for Submission of Response	Annexure 1			
RFP Response Covering Letter	Annexure 2			
Projects/Program Dropped without Completion	Annexure 3			
Key Personnel details	Annexure 4			
Detailed Technical Proposal- Capability, Approach, Methodology and Work Plan	Annexure 5			
Undertaking	Annexure 6			
Conformity Letter	Annexure 7			
Credentials (With reference letters / documentary evidence)	Annexure 8			
Integrity Pact	Annexure 11			
Draft Articles of Agreement	Annexure 13			
CD/Pen drive with Soft copies of all above documents	CD/Pen drive			
Undertaking for Non-Blacklisted/Banned etc.	Annexure 15			
Declaration/ Undertaking From Bidder Of A Country which Shares Land Border With India	Annexure 16			
Undertaking for Labour Law Compliance	Annexure 17			
Completion Certificate	Annexure 18			
Performance Certificate	Annexure 19			
Turnover Certificate	Annexure 20			
Performa of Bank Guarantee For Earnest Money Deposit	Annexure 21			
Self-Certification of Local Content	Annexure 22			

NOTE:

- ❖ Supporting documents must be attached wherever applicable.
- ❖ All pages of bid documents must be signed by authorized person



- ❖ All pages of bid documents should be numbered in serial order i.e 1,2,3 and so on.
- ❖ 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 Person

Name of Authorized person

Designation: Name of the Organization:

Official Seal of the Organization:



Annexure 13: DRAFT ARTICLES OF AGREEMENT

(TO BE STAMPED AS AGREEMENT)

This agreement made at _____ on ____ Day of _____ between **Punjab National Bank**, a body corporate (constituted under Banking Companies Acquisition and Transfer of undertakings Act, 1970) having its Head Office at _____ (here in after called the EMPLOYER which expression shall include its successor, administrators and assigns) of the first part

and

M/s _____ (hereinafter called the CONSULTANT which expression shall include his heirs, successor, administrators and assigns) of the other part.

Whereas the Employer is desirous of getting executed certain works viz. **“Recruitment of Specialized Executive/Domain Experts at Senior Management Positions on Contractual Basis”**.

Now it is hereby agreed as under: -

1. In Consideration of payments being made by employer, the Consultant subject to the said condition has agreed to render professional services.
2. The Consultant will have to take total responsibility of the each process of recruitment separately and perform the duties assigned as per, but not limited to, the scope of work defined in RFP document.
3. Time is the essence of this work. The consultant shall be willing to adhere to the timeline/schedule strictly.
4. The Employer shall pay to the Consultant Architect the sums as shall become payable hereunder at the times and manner specified in the said conditions forming part of this agreement.
5. Following documents shall constitute and be read as part of this agreement: -
 - a) Original RFP Document & documents submitted along with bid; signed and stamped by the authorized signatory of the bidder
 - b) Any corrigendum / addendum (if published)
 - c) Letter of Award / Letter of acceptance of award of work
 - d) Acceptance letter of negotiations/ correspondence between employers and Consultant Architect
6. All disputes arising out of or in connection with this agreement shall deem to have arisen in Delhi and only the courts of Delhi shall have the jurisdiction to determine the same.



7. The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in the case of ambiguity or discrepancies, (The documents shall take precedence in the order set out above in point no. 5).
8. Payment to the consultant shall be done as per Payment schedule given in the point no 4 in section IV of RFP.
9. The several parts of this agreement have been read and fully understood by us. In witness thereof, parties have put their signature on the day, month and year mentioned above.

For Punjab National Bank

For Consultant

Authorized signatory



Annexure 14: COMMERCIAL BID

(ONLY TO BE FILLED ONLINE)

Commercial Bid should quote cost for recruitment of each Position as given below:		
S. No	Positions	Cost
1	Chief Risk Officer (CRO)	To be filled online
2	Chief Financial Officer (CFO)	To be filled online
3	Chief Technical Officer (CTO)	To be filled online
4	Chief Information Security Officer(CISO)	To be filled online
5	Chief Digital Officer(CDO)	To be filled online
6	Chief Economic Advisor (CEA)	To be filled online
7	Vertical Head - API Management	To be filled online
8	Vertical Head- Wealth Management	To be filled online
	Total Amount	To be filled online

Bidders to fill the post wise amount only on e-tender portal. Bank shall calculate the weightage against rate filled in each post as defined in the technical bid.



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Annexure 15: UNDERTAKING FOR NON-BLACKLISTED/BANNED ETC.

(To be provided on letter head of the Bidder)

To,
The Assistant General Manager
Punjab National Bank
Corporate Office, Plot No. 4,
Dwarka Sector-10
New Delhi - 110075

Sir/Madam,

We M/s _____, a Firm/LLP incorporated under the _____
_____ with its headquarters at, _____ do hereby confirm
that we have not been banned/blacklisted/ debarred by any Bank/Government Organization in
India during last 3 years.

The bidder is not declared ineligible for corrupt and fraudulent practices by the Govt. of India /
State Governments / RBI / ICAI and is not having any disciplinary proceedings pending with
ICAI/RBI against the applicant firm or any of the partners.

The firm during the last three years did not:

- a) failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a
judicial pronouncement or arbitration awarded against the Applicant or its Affiliates,
- b) expelled from any project or agreement
- c) Had any agreement terminated for breach by such Applicant or its Affiliates.

This declaration is being submitted and limited to, in response to the RFP reference mentioned
in this document

Dated at __day of _____ 2023.

Thanking You,
Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder



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**Annexure 16: DECLARATION/ UNDERTAKING FROM BIDDER OF A COUNTRY
WHICH SHARES LAND BORDER WITH INDIA**

Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance Department of Expenditure

(This declaration/ undertaking should be on the letterhead of the Bidder duly signed by an authorized signatory)

To,
The Assistant General Manager
Punjab National Bank
Corporate Office, Plot No. 4,
Dwarka Sector-10
New Delhi - 110075

Sir/Madam,

Reg.: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank

We, M/s ----- are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at _____ (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

We, the Bidder have read and understood the contents of the RFP and Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”

2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”



3. Further in case the work awarded to us, I/ we undertake that I/ we shall not sub-contract any of assigned work under this engagement without the prior permission of bank. Further we undertake that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that our sub-contractor is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that our subcontractor fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached herewith.]”

4. We, hereby confirm that we fulfil all the eligibility criteria as per the office memorandum/ order mentioned above and RFP and we are eligible to participate in the Tender process. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action in accordance with law. Bank shall also be within its right to recover from us the loss and damages sustained by the Bank on account of the above.

5. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order including the words defined in the said order.

Dated at ___day of_____2023.

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

List of documents enclosed:

1. Copy of certificate of valid registration with the Competent Authority (strike off if not applicable)
2.
3.



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Annexure 17 - UNDERTAKING FOR LABOUR LAWS COMPLIANCE

To,
Assistant General Manager
Punjab National Bank
Human Resources Division
Plot No. 4, Sector 10, Dwarka
New Delhi 1100754

Sir/Madam,

Reg.: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank

We, M/s_____ undertake that we comply with all the applicable clauses of Central and State Labour Law of India as on the submission date of this undertaking will ensure compliance for the contracted period (also in case enhance the same)

Yours faithfully

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



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Annexure 18 - COMPLETION CERTIFICATE

(To be provided on letterhead of the issuing organization)

To,
Assistant General Manager
Punjab National Bank
Human Resources Division
Plot No. 4, Sector 10, Dwarka
New Delhi 1100754

Sir/Madam,

Reg.: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank

This is to certify that M/s _____ has provided HR Consultancy Services/ HR Project Management in regard of _____ to our organization for the period _____ to _____

The HR Consultancy/Project, for which this certificate is being issued, stands completed as on the date of this certificate.

The services provided by the M/s _____ are satisfactory.

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

Yours faithfully

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

NOTE: In case of Private clients, copy of TDS certificate issued is to be submitted along with the completion certificate



पंजाब नैशनल बैंक
...भरोसे का प्रतीक !



punjab national bank
...the name you can BANK upon !

Annexure 19 - PERFORMANCE CERTIFICATE

(To be provided on letterhead of the issuing organization)

To,
Assistant General Manager
Punjab National Bank
Human Resources Division
Plot No. 4, Sector 10, Dwarka
New Delhi 1100754

Sir/Madam,

Reg.: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank

This is to certify that M/s _____ has provided HR Consultancy Services/ HR Project Management in regard of _____ to our organization for the period _____ to _____

The HR Consultancy/Project for which this certificate is being issued, are under progress/ ongoing in our organization as on the date of this certificate.

The services provided by the M/s _____ are satisfactory.

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

Yours faithfully

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company



Annexure 20 - TURNOVER CERTIFICATE

Reg.: RFP for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/ Domain Expert in Senior Management Positions on contractual basis in Punjab National Bank

(To be provided by Statutory Auditor/Chartered Accountant)

This is to certify that M/s _____, a company incorporated under the _____ companies act, 1956 with its headquarters at _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY2019-20, FY2020-21 & FY 2021-22.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)	Turnover of bidder from their Indian Operations (in Rs.)
2019-20				
2020-21				
2021-22				

Date: _____
Place: _____

Signature of CA/Statutory Auditor
Name of CA/Statutory Auditor:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:



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Annexure 21- PROFORMA OF THE BANK GUARANTEE FOR EMD

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee#Date
Punjab National Bank,
Human Resources Division,
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 for Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/Domain Experts in Senior Management Positions on Contractual Basis in Punjab National Bank** for period of 1 year. 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 Punjab National Bank, 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 _____ 2023 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal



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Annexure 22 - SELF CERTIFICATION OF LOCAL CONTENT

SELF CERTIFICATION OF LOCAL CONTENT **(To be submitted in the letter head of the bidder)**

To,
Assistant General Manager
Punjab National Bank
Human Resources Division
Plot No. 4, Sector 10, Dwarka
New Delhi 1100754

Dear Sir,

I/ We hereby declare that

M/s Meets the “Local Content” requirement for “Class-I Local Supplier”, as required by the Bank in this tender specifications. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum “local content” as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The “local content” requirement to categorize a supplier as “Class-I local supplier” is minimum 50%. “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Yours faithfully

Date:

Place:

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company