



## 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

Tender Reference No.

RFP/HRCONSULTANT/2021/01

Date: 18 - 11 - 2021

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TABLE OF CONTENTS			
Sr. No.	Section No.	Contents	Page No.
1		Key Information on the RFP Response Submission	3
2.	I	Introduction and Purpose	7
3.	II	Eligibility Criteria	15
4.	III	Scope of Work	17
5.	IV	Technical Proposal Evaluation	20
6.	V	Terms & Conditions	25
7.	Annexure I	Letter of Authorization for Submission of Response	43
8.	Annexure II	RFP Response Covering Letter	44
9.	Annexure III	Projects/Program Dropped without Completion	46
10	Annexure IV	Key Personnel details	47
11	Annexure V	Detailed Technical Proposal- Capability, Approach, Methodology and Work Plan	48
12	Annexure VI	Undertaking	49
13	Annexure VII	Conformity Letter	50
14.	Annexure VIII	Credentials	51
15.	Annexure IX	Format for RFP Queries	52
16.	Annexure X	Confidentiality / Non-Disclosure Agreement	53
17.	Annexure XI	PERFORMANCE BANK GUARANTEE FORMAT	59
18.	Annexure XII	Integrity Pact	63
19	Annexure XIII	Checklist of Documents to be submitted	69
20	Annexure XIV	Article of Agreement	70
21	Annexure XV	Commercial Bid Format	72
22	Annexure XVI	Undertaking for Non-Blacklisted/Banned	73
23	Annexure XVII	Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India	74
24	Annexure XVIII	Bid Security Declaration	76

### 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:

1.	Tender Reference	<b>RFP/HRCONSULTANT/2021/01</b>
2.	Date of commencement of Tender download	18-11-2021
3.	Last date and time of acceptance of queries	30-11-2021 up to 02:00 PM
4.	Date of Pre-bid Meeting	30-11-2021 up to 03:00 PM
5.	Last date and time downloading tender	10-12-2021 up to 02:00 PM
6.	Bid preparation and Hash Submission	10-12-2021 up to 02:00 PM
7.	Close date for Technical and Commercial Bid	10-12-2021 up to 03:00 PM
8.	Last Date for Bid Submission and re-encryption	10-12-2021 up to 06:00 PM
9.	Technical Bid opening	13-12-2021 up to 11:00 AM
10.	Presentation by shortlisted eligible Bidders with successful technical bids (Scope of online presentation) Place:	Eligible short-listed Bidders will be invited for a presentation on the Technical Bid submission on 13-12-2021. 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.
11.	Address For Proposal Submission:	Asst. General Manager HRDD , Head Office Plot 4, Sector 10, Dwarka, New Delhi ,110075
12.	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
13.	Earnest Money Deposit	Nil, in terms of Department of Expenditure, Ministry of Finance, Government of India Office Memorandum No.F.9/4/2020-PPD dated 12.11.2020. However, Bid Security Declaration to be submitted as per Annexure – XVIII.
14.	Place of opening of Bids	HRD section, PNB Head Officer ,plot 4 , sector 10, Dwarka, New Delhi 110075
15.	Contact Details	011- 28044419 Email : hrdsrprofile@pnb.co.in

16.	RFP Coordinator	Sudarsan Rath, AGM, HRD,PNB, HO
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#### 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 tenders. If approval of registration is pending at Bank's end, Bidders should immediately email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in) & [hrdsmrprofile@pnb.co.in](mailto: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](mailto:eprocurement@pnb.co.in) & [hrdsmrprofile@pnb.co.in](mailto: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](http://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 Senior Consultant for Recruitment of Specialized Executive/Domain Experts at Management Level 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](http://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. **“Senior Management”** means at a position of Deputy General Manager and above in a Public Sector Bank irrespective of the salary.
16. **“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.

The section-wise description of the information is given hereunder.

## **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.

Post amalgamation of eOBC & eUNI w.e.f 01.04.2020, PNB has expanded its presence across India. As at the end of June 2021, Bank has total 36851 delivery channels with a network of 10641 domestic branches, 2 International branches, 13690 ATMs & 12518 Business Correspondents. PNB is the second largest Public Sector Bank (PSB) in the country (More Details are available on our website - [www.pnbindia.in](http://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 Human Resource Recruitment Consultant for "Recruitment of Specialized Executive/Domain Experts at Senior Management Level on Contractual Basis".

#### **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.

### **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 Addenda/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 in RFP**

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.

Neither the Bank nor any of its directors, officers, employees, agents, representatives, contractors, or advisors has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the 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. 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.

#### **8. 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 30-11-2021. However, such notification must not be construed as having agreed to commitment by the Bank to carry out the changes / modifications.

## 9. 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.

## 10. Costs Borne By the Respondents

The RFP document may be downloaded from the Bank's website [www.pnbindia.in](http://www.pnbindia.in).

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.

## 11. 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 (to be executed on a plain bond paper) is attached as Annexure XII for strict compliance.

## 12. RFP Response Terms

### 12.1. Lodgment of RFP Response

Eligible organizations while submitting response to RFP should be guided by time schedule and procedure set out in clause 12.2 to 12.4 of Section - 1 as below.

### 12.2. RFP Closing Date

Bid should be submitted during office hours (10.00 AM to 5.00 PM) but **not later than 6:00 PM IST on 10-12-2021**. 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](http://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.

### 12.3. Submission to Bank

- 12.3.1. The RFP response in the form of Technical and Financial bid has to be submitted online at <https://etender.pnbnet.in/>. However, only Technical bid documents should also be submitted in paper copies in a sealed cover in the following manner and the set should contain one copy each of the following:-

Containing Technical Bid documents (comprising of Annexure I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV and XV with all the supporting documents and 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 demand draft for application money favoring Punjab National Bank, payable at New Delhi. No duplicate of Technical Bid is to be submitted by the bidders.

All the above documents should be put together in a separate envelope to constitute one set and super scribed as **“For Hiring of Human Resource Recruitment Consultant for Recruitment of Senior Officer/Domain Experts in Senior Management positions on contractual basis”**.

**BIDDER DETAILS should be provided on the main envelope including name, contact person, e-mail address and phone / fax numbers.**

- 12.3.2. 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.
- 12.3.3. 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 **“Page Number (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.
- 12.3.4. Paper copies of RFP response as mentioned above must be submitted to the Bank by Speed Post / Courier / Registered AD or put in the drop-box named as **“RFP For Hiring of Human Resource Recruitment Consultant for Recruitment of specialized Executives/Domain Experts in Senior Management positions on contractual basis”** by an authorized person appointed by the Respondent(s) at the following address before 10-12-2021; 6:00 PM mentioned as under:

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

**12.3.5.** 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.

**12.4. Submission will be valid, if:**

Copies of RFP response documents are submitted as per para 12.3, subject to para 12.6, before the aforementioned closing date specified in para 12.2 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.

**12.5. RFP Validity Period**

- a) 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 technical bid.
- b) 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.

**12.6. Requests for information**

- a) 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. 12.6.e.) below.
- b) 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. 30-11-2021 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"

SL. No	Section No. in RFP	Page No. In RFP	Particulars as mentioned in RFP	Query
1.				
2.				

- 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 30-11-2021 by 2:00 pm IST.
- d) Bank may, in its absolute discretion seek, 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](http://www.pnbindia.in)

### 13. 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.

### 14. Notifications

Bank will either notify the shortlisted Bidders individually in writing or 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.

### 15. Disqualification

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

**16. Application Money**

Application Money as mentioned in "Key Information on the RFP Response Submission" needs to be deposited, which is non-refundable. The Bank will summarily reject any Firm where application money has not been deposited with the RFP response.

**Note:** Bidders can, if they wish, depute one authorized representative (who should carry an authorization letter) to attend the bid opening process, on the stated time and place. 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:**

- i) The Applicant as an organization should have been in existence in India for minimum 5 preceding years continuously and should have minimum 3 years' experience (in India) in filling senior management positions in addition to providing Specialized executive/ Domain Expert with specialized/ technical skills to Govt/PSBs/PSU/Large Organizations etc.
- ii) The Applicant should be in the line of business for which RFP is issued and possess experience of providing recruitment services (in India) during the previous 3 years to Govt/PSBs/PSU Organizations or large organizations with employee strength of minimum 10000 and/or annual turnover of at least Rs. 500 Crores.
- iii) 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, Society Registration Act 1860, Indian Partnership Act 1932 or Limited Liability Partnerships Act 2008.
- iv) The bidder should have an average annual turnover of at least Rs. 50 Crores during the previous 3 financial years from its Indian Operations in HR Consultancy Field.
- v) The bidder should not have been blacklisted or debarred by any Govt/PSBs/PSU/ Statutory/ Regulatory Authority etc. He should furnish an undertaking to this effect on his letter head duly signed by authorized person of the bidder.
- vi) The Bidder's Organization should not be owned or controlled by any Director or Employee (or Relatives) of Punjab National Bank, both present and those who have retired in the last one year.

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

Interested Applicant, who are providing solution as briefly explained above 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 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**

#### **SCOPE OF WORK**

##### **1. Project Objectives:**

The Bank wishes to hire Human Resource Recruitment Consultant for recruiting Specialized executive/ Domain Expert in Senior Management positions such as Chief Technology Officer (CTO), Chief Financial Officer (CFO), Chief Risk Officer (CRO) , Chief Compliance Officer (CCO), Chief Digital Officer(CDO), Chief Information Security Officer(CISO), Vertical Heads- (Supply Chain Finance, Collections Management, Customer Experience, Cash Management, Wealth Management, Government Business) on contract basis in the Bank. The Bank requests proposals from renowned and experienced specialized consultant for undertaking the above assignment.

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

##### **2. Broad Scope of the Project:**

- 2.1 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 executive/ Domain Expert in Senior Management positions in full compliance of all existing Govt. / Statutory Authority guidelines, within a specified time frame.
- 2.2 The Hired Consultant will facilitate recruitment of Specialized Executive/ Domain Expert as mandated by the Bank as per the specifications and for implementation of the same within the stipulated time frames.
- 2.3 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.
- 2.4 The Scope of work shall include preparation of job specification in coordination with Bank for various positions which Bank intends to hire, undertake compensation survey and finalize the compensation structure in consultation with Bank, preparation of advertisement for filling positions identified by the Bank and facilitation of advertising the same in leading print and digital media according to Bank's requirements.
- 2.5 Advising Bank upon job role/description of the identified vacancies along with compensation structure as per market standards after complete analysis of peer position. Advise the Bank about the selection criteria to be adopted for selection of identified vacancies.
- 2.6 Hired consultant shall advise Bank to identify suitable candidates based on their experience, skill sets, academic qualification for certain critical

positions as specified in point 2.1 of this section, and coordinating with them for their participation.

- 2.7 The consultant shall also respond to relevant queries from applicants post which suitable candidates shall be short listed based on their experience, skill sets and academic qualification for positions identified by the Bank.

### **3. Detailed scope of project:**

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

- 3.1 Preparation of job profile / specification in consultation with the Bank for various senior positions which Bank intends to hire.
- 3.2 Advising Bank in finalizing the compensation structure as market standard with the help of market research, data analytics and other competency matching tools.
- 3.3 To assist Bank in Drafting the required advertisement containing eligibility / qualification / experience etc pertaining to the position, and advertising in both Print as well as Digital Media.
- 3.4 Respond to the queries from the applicants over phone/email before closing of application date, in coordination with the Bank.
- 3.5 Assist Bank in identification & screening of suitable candidates based on their experience, skill sets, academic qualification for the positions specified by the Bank, coordinating with them for their participation, in consultation with Bank.
- 3.6 Assist in Issuing of call letter for any test/Interview of the candidates after approval from the Bank, and ensuring complete coordination with shortlisted candidates.
- 3.7 Assist by designing various screening processes including Psychometric Test/Cognitive Test composition of Selection Committee etc., in consultation with Bank.
- 3.8 Preparing assessment reports of various psychometric tests/cognitive tests and any other test conducted by bank in selection process.
- 3.9 Facilitate conduct of interview by the Selection Committee constituted by the Bank.
- 3.10 Perform background check, Caste verification (wherever applicable), credit check, and credit history of candidates for the position. 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.
- 3.11 Handle and prepare answers for any recruitment related questions asked under Right to Information Act as per the rules and regulations of Government of India and/or decision of Hon'ble High Court/ Supreme Court.
- 3.12 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.

#### **4 Responsibilities & Deliverables:**

- 4.1 Discuss with the Bank's representative to find out the requirements to be fulfilled for recruitment of Specialized executive/ Domain Expert in Senior Management positions on contract basis in the Bank as per the requirements of the Bank and as and when need arises/ intimated by the Bank from time to time.
- 4.2 The advertisement for declaring vacancies in the Bank will be prepared by the hired consultant in consultation with the Bank after adhering to various norms, as applicable, in compliance of Govt. guidelines.
- 4.3 The expectation from the hired consultant is to source the right candidates and preparing the pool of likely candidates from their own sources and encouraging these people to apply.
- 4.4 The job role/description of the identified vacancies will be prepared by the hired consultant along with Compensation structure as per market standards after complete analysis of peer position.
- 4.5 Screening processes & conducting of interview by the Selection Committee constituted by Bank shall also be facilitated by the HR consultant.
- 4.6 Background verification:  
The background verification covering criminal records, caste verification, disability certificate verification, educational/professional qualification verification, credit score check etc.
- 4.7 Conducting and delivery of assessment report of Psychometric/Cognitive Test or any other test as required by the Bank for the selection process.

## **SECTION - IV**

### **TECHNICAL & FINANCIAL PROPOSAL EVALUATION**

#### **1. 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 proposals score as per the criteria given in RFP will be ascertained. Only those responsive proposals that have achieved at least minimum qualifying score in quality of technical proposal will be considered further. After opening and scoring, the financial proposals 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 financial proposal.

The weightage for technical evaluation score shall be **70%** and financial evaluation score shall be **30%**.

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

Commercial Bid should quote cost for recruitment of each Position i.e, Chief Technology Officer (CTO), Chief Financial Officer (CFO), Chief Risk Officer (CRO) , Chief Compliance Officer (CCO), Chief Digital Officer(CDO), Chief Information Security Officer(CISO), Vertical Heads- (Supply Chain Finance, Collections Management, Customer Experience, Cash Management, Wealth Management, Government Business) 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 Technology Officer (CTO) = 15
- Chief Financial Officer (CFO) = 15
- Chief Risk Officer (CRO) =15
- Chief Compliance Officer (CCO) =15
- Chief Digital Officer (CDO) =15
- Chief Information Security Officer (CISO) = 10
- Vertical Heads- (Supply Chain Finance, Collections Management, Customer Experience, Cash Management, Wealth Management, Government Business) = 15

### 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)	Max Marks
1	<p>Number of years of sectorial experience of providing recruitment services in Banking, Financial Services &amp; Insurance (BFSI) sector</p> <ul style="list-style-type: none"> <li>3 Y to 5 Y will attract 5 marks</li> <li>More than 5 Y to 10 Y above will attract 10 marks</li> <li>Above 10 Y will attract 20 marks</li> </ul>	20 Marks
2	<p>Number of organizations in which recruitment services in BFSI sector are provided</p> <ul style="list-style-type: none"> <li>less than 5 will attract 5 marks</li> <li>5 to 10 will attract 10 marks</li> <li>Above 10 will attract 20 marks</li> </ul>	20 Marks
3	<p>Team support to be provided to Punjab National Bank with relevant educational background preferably MBA in HR/ Personnel Management 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"> <li>More than 50% of provided staff strength is from premier B schools will attract 20 marks.</li> <li>From 30% to 50% of provided staff strength is from premier B schools will attract 10 marks.</li> <li>Less than 30 % of provided staff strength is from premier B schools will attract 5 marks.</li> <li>If NO any resource provided is from premier B schools will attract 0 marks.</li> </ul>	20 Marks
4	<p>Experience of the applicant in the line of business of providing Recruitment services in organization having minimum 10,000 employee and/or turnover of Rs 500 Crore and above in India.</p> <p>1 to 5 (organizations) will attract 5 Marks</p>	10 Marks

	Above 5 (organizations) will attract 10 Marks	
5	Experience of the applicant in the line of business of providing recruitment services in <b>Senior Management positions</b> in India in the Banking Sector. 1 to 5 (organizations) will attract 5 Marks Above 5 (organizations) will attract 10 Marks	10 Marks
6	Methodology and approach adopted by the consultant while undertaking the assignment for which Invitation Document is issued/customized to Bank's requirement in India (Based on presentation)	20 Marks
<b>TOTAL</b>		<b>100</b>

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

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 financial proposals, the financial bid would be awarded marks out of maximum 30 based on formula below:

$$\text{Marks (max 30) on Fin. Bid} = 30 \times \frac{\text{LFB (numeric value)}}{\text{FBE (numeric value)}}$$

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 70 + (LFB/FBE) x 30**, where **LFB** is the **Lowest Financial Bid Offer** and **FBE** is the **Financial Bid under evaluation**. **On the basis of this Total Score the Consultant with maximum score will be awarded the contract.**

## 2. Performance Bank Guarantee by Successful Bidder:

The successful Bidder will submit the Performance Bank Guarantee as given below. The successful Bidder shall participate in the process of Recruitment of Specialized Executives/Domain Experts in Senior Management positions on contractual basis and 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 60 days beyond the contract period. The Consultancy Firm 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 i.e. Rs..... plus GST at the rate applicable.
- If the engagement will be extended for further two quarters (in parts or in whole), the validity of PBG be extended along with 3 months claim period for each extended quarter be furnished to the Bank.

The Performance Bank Guarantee shall act as a security deposit and either in case the Consultancy Firm 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 Consultancy Firm 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 Consultancy Firm shall submit the Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The Consultancy Firm 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.
- ❖ 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 60 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. In case of doubt, decisions of the selection committee shall be final.
- ❖ It may 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 three parts

- At the time of release of advertisement = 10% of the quoted price for the recruitment of that post.

- b. At the time of commencement of interviews = 30% of the quoted price for the recruitment of that post.
- c. After the acceptance of offer by selected candidate = 60% of the quoted price for the recruitment of that post.

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 applicants will be hired/selected for a period of one year. If work is not completed within one year and extension is sought by consultancy for completion of work then only term of contract shall be extended without any further cost incurred to Bank for extension.

## **SECTION - V**

### **Terms and Conditions**

#### **1. General:**

##### **1.1 General Terms**

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.

##### **1.2 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 90 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 120 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](http://www.pnbindia.in)) thereafter are final and binding on the Organizations. In the event that the Organization is not willing to accept the terms and conditions of the Bank, the Organization 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 Organization 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 Organization 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, writ, 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 RFP Requirements**

This RFP may undergo change by either additions or deletions or modifications before the actual award of the contract by the Bank. 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.

#### 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

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the Parties through discussion and negotiation, then the Parties shall refer such dispute to sole Arbitrator appointed by the Bank. The arbitration proceedings shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be New Delhi. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding upon the Parties, provided that each Party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

Any appeal will be subject to the exclusive jurisdiction of courts at Delhi. Consultant shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. 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 consultant 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.

#### **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 selected applicant shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the Work Order/ Hired Agreement is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the either party to the Work Order/ Hired Agreement and not involving the selected applicant's fault or negligence and not foreseeable. Such events may include, but are not restricted to events such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the Work Order/ Hired Agreement.

If a Force Majeure situation arises, the applicant shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Applicant shall continue to perform the obligations under the Work Order/ Hired Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

To the extent possible successful bidder shall mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly, and shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the Company. Further, Bank also reserves the right to assign the work to other Company without any consequences and claims.

#### **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 Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums/Corrigendum's published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the selected Bidder under this RFP.

#### **11. 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.

#### **12. 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 Empanelment Agreement in full or in parts by giving a written notice of **60 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 endeavour 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 **60 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 **60 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.

e) 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.

### **13. Publicity**

Any publicity by the selected Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

### **14. Solicitation of Employees**

The selected Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly:

- a) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or
- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

### **15. 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.

## 16. Order Cancellation

This Tender 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 **60 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.

## 17. 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.



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.

### **18. 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.

### **19. 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.

## 20. 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.

## 21. 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.

## 22. 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.

## 23. 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 Labour 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 labour 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 labour 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 labour legislations.

#### **24. 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.
- 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.

#### **25. SUB-CONTRACTING**

Subcontracting is prohibited. However, if due to some unavoidable circumstances, such requirement is needed in part or full, and then the successful bidder will have to obtain specific written permission from the Competent Authority of the Bank under whose jurisdiction tender 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 Tender. 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.

#### **26. 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.

#### **27. 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.

## **28. 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.

In case of termination of Work Order due to delay/ Non Performance, the Bank reserves the right to recover an amount equal to 0.5% per week subject to maximum 7.5% of the Work Order value as Liquidated Damages for delay/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 and 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.

## 29. Audit/ Inspection for Reports

The Bank reserves the right to conduct an audit/ ongoing audit of the services provided by the Bidder. The Bidder should allow the Reserve Bank of India (RBI) or persons authorized by it or any audit agency/personnel identified by the Bank to access the Bank's documents, records or transaction or any other information given to, stored or processed by the Bidder within a reasonable time failing which Bidder will be liable to pay any charges/ penalty levied by the RBI/Bank.

The Bidder should allow them to conduct audits or inspection of its books and account with regard to the Bank by one or more officials or employees or other persons duly authorized by Bank.

The Bank would undertake to carry out security audit, vulnerability assessment, usability audit etc. by in - house team, third party independent auditors or reputed management Knowledge Partner at specified intervals with prior information to the successful Bidder. The Bidder is required to provide unconditional and complete support to carry out the audit and arrange for rectification/updation of the findings at no cost to the Bank.

The external and internal auditors of the Bank will be given right to review internal controls of the Bidder. Any weaknesses highlighted during the audit must be

Promptly rectified especially where such weaknesses may affect the integrity/internal controls of the system and/or solution offered to the Bank.

## 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 for any reasons felt necessary by the Bank. The Bank's decision in this regard shall be final, conclusive and binding upon the Bidder.

**Annexure I****Letter of Authorization for Submission of Response****Date****TO,**

The RFP Coordinator - Empanelment of Human Resource Recruitment Consultant for Senior Management positions on contract basis in Punjab National Bank.

Punjab National Bank, (City) \_\_\_\_\_

Dear Sir,

**SUB: Authorization Letter for submitting RFP proposal**

**documents. REF:\_\_\_\_\_**

This has reference to your above RFP for Empanelment of HR recruitment consultant for Empanelment 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.

We agree to abide by this tender offer till 6 months from the date of tender opening and our offer shall remain binding upon us and may be accepted by the Bank any time before the expiration of that period. Until a formal contract is prepared and executed, this tender offer, together with the Bank's written acceptance thereof and the Bank's Notification of Award, shall constitute a binding contract between us.

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.



## RFP Response Covering Letter

Annexure II  
Date

To,

The RFP Co-ordinator - Empanelment of Human Resource Recruitment Consultant for Senior Management positions on contract basis in Punjab National Bank.

Punjab National Bank, (City) \_\_\_\_\_

SUB: Response to RFP

REF: Your RFP: HRD: \_\_\_\_\_

### Empanelment of Human Resource Recruitment Consultant for Senior Management positions on contract 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 of providing recruitment services in Banking, Financial Services sector		
9	Number of organizations in which recruitment services in BFSI sector are provided		
10	Team support to be provided to Punjab National Bank with relevant educational background (preferably MBA in HR/ Personnel Management from premiere B school in India & abroad) and relevant experience in HR Recruitment Consultancy.		
11	Experience of the applicant in the line of business of providing Recruitment services in organization having minimum 10,000 employee and/or turnover of Rs 500 Crore and above in India.		
12	Experience of the applicant in the line of business of providing recruitment services in <b>Senior Management positions</b> in India in the Banking Sector.		

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 III

#### 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:

## Annexure IV

### 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.

SN	Name of the personnel	Educational Qualification & Certification	Previous BFSI Organizations where team member was associated	Duration of team member association	No. of years of Experience
1					
2					
3					

Signature:

Name:

Designation:

Date:

## Annexure V

### **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:

#### **1) 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.

#### **2) 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.

#### **3) 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.

#### **4) 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 VI****Undertaking**

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

The RFP Co-ordinator - Empanelment of Human Resource Recruitment Consultant for Senior Management positions on contract basis in Punjab National Bank.

Punjab National Bank, (City) \_\_\_\_\_

Madam/Sir,

**Sub: RFP for Empanelment of Human Resource Recruitment Consultant for hiring Specialized executive/ Domain Expert in Senior Management positions on contract basis in Punjab National Bank.**

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 tender 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 tender 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 2021

Yours sincerely,  
Signature of the Authorized  
Signatory Name:  
Designation:  
Name of the  
Firm: Address:

## Annexure VII

### Conformity Letter

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

To,

The RFP Co-ordinator - Empanelment of Human Resource Recruitment Consultant for Senior Management positions on contract basis in Punjab National Bank.

Punjab National Bank, (City) \_\_\_\_\_

Madam/Sir,

**Sub: RFP for Empanelment of Human Resource Recruitment Consultant for hiring Specialized executive/ Domain Expert in Senior Management positions on contract basis in Punjab National Bank**

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 VIII

### Credentials

The expertise of the organization 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:

Sl. 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				

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.

## Annexure IX

### Format for RFP Queries

S. No	Reference clause	Reference page	Query

## Confidentiality / Non-Disclosure Agreement

This CONFIDENTIALITY AGREEMENT (the “Agreement”) entered into on this \_ day of \_ 2021, and shall be deemed to have become in full force and effect from (t he “Effective Date”).

BY and between M/s. \_\_\_\_\_ an Institute/Organization/company incorporated under the provisions of the Companies Act, \_\_\_\_\_ in force in India, having its registered office at \_\_\_\_\_ (hereinafter referred to as “-----” or “Consultant” which expression shall, unless it be repugnant or contrary to the context or meaning thereof, mean and include its, successors and permitted assigns) of the ONE PART

AND

Punjab National Bank, a corresponding new bank constituted under Section 3 of Banking Companies (Acquisition & Transfer of Undertakings) Act 1970 having its Head office at Plot 4, Sector 10, Dwarka, New Delhi 110075 (hereinafter referred to as “Punjab National Bank” or “Bank” which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and permitted assigns), of the OTHER PART:

----- and the Bank shall hereinafter jointly be referred to as “Parties” and individually as a “Party”.

In this Agreement, “Affiliate” means any entity which from time to time Controls, is Controlled by or is under common Control with the relevant party or entity, where “Control” means having the ability (including, without limitation, by means of a majority of voting rights or the right to appoint or remove a majority of the board of directors) to control the management and policies of an entity.

W H E R E A S:-

- i. Consultant inter-alia is engaged in the business of providing leadership development, solutions & services to various business entities in India & abroad.
- ii. Punjab National Bank has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to “ .....” (“the Purpose”) as more particularly described in Principal Agreement dated \_\_\_\_\_, entered into by the Parties.

NOW THIS AGREEMENT WITNESS:

### 1. Interpretation

In this Agreement “Confidential Information” means all information belonging to a

Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party

(the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

## **2. Confidentiality:**

2.1 Except to the extent as agreed herein, the Receiving Party agrees to regard, preserve and keep as secret and confidential all Confidential Information of the Disclosing Party or its clients or any member of their group disclosed under this Agreement. In maintaining confidentiality hereunder the Receiving Party agrees and accepts that it shall not, either on its own account or jointly with or for any other person, firm, company or any other entity, without obtaining the written consent of the disclosing party.

- I. Disclose, transmit, reproduce or make available any such Confidential Information to any person firm, company or any other entity other than its directors, Consultant, advisers, agents or employees, who need to know the same for the purpose of evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose aforesaid; or
- II. Use the Confidential Information for any purpose other than evaluating, preparing, considering, negotiating, advising in relation to or in furtherance of the purpose for which it is disclosed; or
- III. Disclose, announce or otherwise publicize the existence of its association with the Disclosing Party or the existence of the program with the Disclosing Party or any other arrangement (existing or possible) between the disclosing party, its clients or itself in connection with any project/assignment; or
- IV. Use any such Confidential Information for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or

its clients or any member of their group or their projects.

**2.2 The Receiving Party also agrees and accepts that it may endeavour:**

- I. use at least the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential information of like importance and such degree of care shall be at least that which is reasonably calculated to prevent such inadvertent disclosure;
- II. keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party;
- III. limit access to such Confidential Information to those of its (including its Affiliates) directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information in the manner prescribed in this Agreement; and
- IV. upon discovery of any disclosure or suspected disclosure of Confidential Information, to take reasonable effort to as per the circumstances, to inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information, in whatsoever form, including any and all copies thereof.

**3. Return or destruction:**

The Receiving Party may, upon completion of the purpose mentioned aforesaid or at any time on receipt of a written demand from the disclosing party: i) immediately return all written Confidential Information and all copies thereof provided to, or produced by, it or its advisers, as the case may be, which is in such party's possession or under its custody and control; ii) to the extent practicable, but without prejudice to the obligations of confidentiality herein, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the disclosing party; iii) so far as it is practicable to do so (but, in any event, without prejudice to the obligations of confidentiality contained in this Agreement), immediately expunge any Confidential Information relating to the Disclosing Party or its clients or any member of their group or their projects from any computer, word processor or other device in its possession or under its custody and control.

**4. Permitted disclosure:**

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other party of such requirement with a view to providing the

Opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

#### **5. Ownership of Information:**

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

#### **6. No Representation:**

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

#### **7. Remedies and Relief:**

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

#### **8. No Assignment**

This Agreement shall not be assigned by either party, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties / respective successors and permitted assigns.

#### **9. Severability**

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity,

legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

#### **10. Delay or Waiver**

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

#### **11. Notices**

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

#### **12. Term**

This Agreement shall commence from the Effective Date of this Agreement. Confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the agreement. Either Party may terminate this Agreement for breach, if the defaulting Party fails to rectify the breach within the Three month notice period issued by the non-defaulting Party. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential Information; and at the request of Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and all copies, abstracts, extracts, samples, notes or modules thereof.

#### **13. Governing Law**

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in New Delhi.

#### **14. Indemnity**

The Receiving Party agree to indemnify and hold harmless the Disclosures against all costs, liability, losses and claims incurred by the Disclosing Party as a result of a breach of this Agreement.

#### **15. Modification**

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.



## 16. Headings

The headings given herein above are for ease of reference only and shall not attach or have any effect/ meaning whatsoever contrary to what is stated in the agreement.

## 17. Counterparts

This Agreement has been signed in duplicate, each of which shall be deemed to be an original. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR AUTHORIZED REPRESENTATIVES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

Signed and delivered by  
M/s \_\_\_\_\_  
Signed by:  
Name .....  
Title .....

Signed and delivered by  
Punjab National Bank  
Signed by:  
Name .....  
Title .....

In the presence of

.....

In the presence of

.....

## ANNEXURE XI

### PERFORMANCE BANK GUARANTEE FORMAT (to be submitted by the selected Applicant)

To ,

WHEREAS \_\_\_\_\_ (Name of service provider) a person/ Company /firm registered under the Indian Companies Act 2013 and having its Registered Office at \_\_\_\_\_, (Please provide complete address) (hereinafter referred to as "Service Provider") was awarded a contract by Punjab National Bank vide their no. ----- dated XX-XX-XXXX (hereinafter referred to as "Memorandum of Understanding/ Work order ") for providing and other related services for Punjab National Bank (kindly elaborate, if felt necessary)

AND WHEREAS, in terms of the conditions as stipulated in the Memorandum of Understanding/ Agreement/ Work Order and the Request for Proposal document No. \_\_\_\_\_: dated for engaging the services of the said Service Provider for \_\_\_\_\_), the Service Provider is required to furnish a Performance Bank Guarantee issued by a Scheduled Bank in India in your favour for Rs. \_\_\_/- (Rupees \_\_\_\_\_) towards due performance of the contract in accordance with the specifications, terms and conditions of the (the Agreement) entered into between PUNJAB NATIONAL BANK and the Service Provider and RFP document (which bank guarantee is hereinafter called as "GUARANTEE").

AND WHEREAS the Service Provider has approached us for providing the said GUARANTEE.

ANDWHEREAS at the request of the Service Provider, WE, \_\_\_\_\_, a \_\_\_\_\_ body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 \_\_\_\_\_ having it's Office at \_\_\_\_\_ and a branch inter-alia at \_\_\_\_\_ India has agreed to issue the GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)..... through our local office at \_\_\_\_\_ India furnish you the GUARANTEE in a manner hereinafter contained and agree with you as follows:

1. We ----- do 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 Service Provider of any of the terms and conditions contained in the Agreement, Work Order and RFP and in the event of the Service Provider

committing default or defaults in carrying out any of the work or discharging any obligation under

the Agreement, Work Order 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 Service Provider of their obligations or default in terms of the Agreement, Work Order and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Service Provider 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 this Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by PUNJAB NATIONAL BANK shall be conclusive as regards the amount due and payable by us to you.
3. This Guarantee shall continue and hold good until it is released by you on the application by the Service Provider 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 Guarantee from time to time to vary any of the terms and conditions of the Agreement, Work Order 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 Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said Agreement, Work Order and RFP and we shall not be released from our liability under this bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider 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 Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be

of the Service Provider.

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 Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship 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, this bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the Agreement, Work Order and RFP and in respect of which your claim in writing is lodged on us before expiry of this Guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax or registered e-mail, hand delivery and if sent accordingly it shall be deemed to have been given when the same has been posted.
9. The 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, un-cancelled and this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. The Guarantee shall not be affected by any change in the constitution of the Service Provider 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 Guarantee shall come into force from the date of its execution and shall not be revoked/ assigned by us at 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 Service Provider in any suit or proceeding including arbitration proceedings 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 Service Provider shall have no claim against us for making such payment.
13. Notwithstanding anything contained herein above;
  - I. Our liability under this Guarantee shall not exceed Rs ..... /- ..... (Rupees only)
  - II. This bank Guarantee shall be valid and remain in force up to and including the date ..... and (please confirm the period and the date)
  - III. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of this guarantee.

14. We have the power to issue this Guarantee in your favour and the undersigned has full power to execute this Bank Guarantee under the Power of Attorney dated..... issued by the Bank in favour of the undersigned.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**For and on behalf**

**of Branch**

**Manager Seal and**

**Address**

Tender Ref. No.:

## Annexure - XII

**Integrity Pact**

(To be executed on a Plain Bond Paper)]

Whereas Punjab National Bank having its registered office at pot 4, sector 10, Dwarka , New Delhi, 110075 acting through its **Human Resources Department**, represented by Chief General Manager / General Manager hereinafter referred to as the 'Buyer' and the first party, proposes to procure (Name or category of the Equipment, services, etc.), hereinafter referred to as Stores and / or Services.

And

M/s....., represented by ....., Chief Executive Officer (which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the 'Bidder/ Seller' and the second party, is willing to offer/ has offered the Stores and / or Services.

2. Whereas the Bidder / Seller is a private company/public company /partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a Public Sector Undertaking and registered under Companies Act 1956. Buyer and Bidder/Seller shall hereinafter be individually referred to as "Party" or collectively as the "parties", as the context may require.

**3. Preamble**

Buyer has called for tenders under laid down organizational procedures intending to enter into contract/s for supply / purchase / etc of **Empanelment of Human Resource Consultant for Recruitment of Specialized Executives/Domain Experts in Senior Management positions on contractual basis** and the Bidder / Seller is one amongst several bidders/Proprietary Vendor/Customer Nominated Source/Licensors who has indicated a desire to bid/supply in such tendering process. The Buyer values and takes primary responsibility for 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 Seller(s).

In order to achieve these goals, the Buyer will appoint Independent External Monitor(s) (IEM) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**4. Commitments of the Buyer.**

4.1 The Buyer commits itself to take all measures necessary to prevent corruption and fraudulent practices and to observe the following principles:-

- i) No employee of the Buyer, personally or through family members, will in connection with the tender, 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.

- ii) The Buyer will during the tender process treat all Bidder(s) / Seller(s) with equity and reason. The Buyer will in particular, before and during the tender process, provide to all Bidder(s) / Seller(s) the same information and will not provide to any Bidder(s)/ Seller(s) confidential / additional information through which the Bidder(s) / Seller(s) could obtain an advantage in relation to the process or the contract execution.
  - The Buyer will exclude from the process all known prejudiced persons.
- 4.2 If the Buyer obtains information on the conduct of any of its employees which is a criminal offence under the Indian legislation Prevention of Corruption Act 1988 as amended from time to time or if there be a substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer and in addition can initiate disciplinary action.
5. Commitments of the Bidder(s) / Seller(s).
- 5.1 The Bidder(s)/ Seller(s) commit himself to take necessary measures to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- i) The Bidder(s)/ Seller(s) will not, directly or through any other persons or firm, offer promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage during the tendering or qualification process or during the execution of the contract.
  - ii) The Bidder(s)/ Seller(s) will not enter with other Bidders / Sellers 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.
  - iii) The Bidder(s)/ Seller(s) will not commit any offence under the Indian legislation, Prevention of Corruption Act 1988 as amended from time to time. Further, the Bidder(s)/ Seller(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - iv) The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub- supplier(s)/sub-contractor(s).



- 5.2 The Bidder(s)/Seller(s) shall ensure compliance of the provisions of this Integrity Pact by its sub-supplier(s)/ sub-contractor(s), if any. Further, the Bidder/Seller shall be held responsible for any violation/breach of the provisions by its sub-supplier(s)/sub-contractor(s).
- 5.3 The Bidder(s)/ Seller(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences
- 5.4 Agents / Agency Commission:

The Seller/Bidder confirms and declares to the buyer that the Seller/Bidder is the original manufacturer or authorized distributor / stockiest of original manufacturer or Govt. Sponsored / Designated Export Agencies (applicable in case of countries where domestic laws do not permit direct export by OEMS) of the stores and / or Services referred to in this tender/ offer / contract / Purchase order and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the tender / contract / purchase order to the Seller/Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller/Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in anyway incorrect or if at a later stage it is discovered by the Buyer that the Seller/Bidder has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the Seller/Bidder will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ / Tender for new projects / program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract / Purchase order either wholly or in part, without any entitlement or compensation to the Seller/Bidder who shall in such event be liable to refund agents / agency commission payments to the buyer made by the Seller/Bidder along with interest at the rate of 2% per annum above LIBOR (London Inter-Bank Offer Rate) (for foreign vendors) and Base Rate of SBI (State Bank of India) plus 2% (for Indian vendors). The Buyer will also have the right to recover any such amount from any contracts / Purchase order concluded earlier or later with Buyer.

6. Previous Transgression

- 6.1 The Bidder /Seller declares that no previous transgressions have occurred in the last three years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify Bidder's/ Sellers' exclusion from the tender process.
- 6.2 If the Bidder / Seller makes incorrect statement on this subject, Bidder / Seller can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason without any liability whatsoever on the Buyer.

## 7. Company Code of Conduct

Bidders / Sellers are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

## 8. Sanctions for Violation

8.1 If the Bidder(s)/ Seller(s), before award or during execution has committed a transgression through a violation of Clause 5, above or in any other form such as to put his reliability or credibility in question, the Buyer is entitled to disqualify the Bidder(s)/ Seller(s) from the tender process or take action as per the procedure mentioned herein below:

- i) To disqualify the Bidder / Seller with the tender process and exclusion from future contracts.
- ii) To debar the Bidder / Seller from entering into any bid from Buyer for a period of two years.
- iii) To immediately cancel the contract, if already signed / awarded without any liability on the Buyer to compensate the Bidder /Seller for damages, if any. Subject to Clause 5, any lawful payment due to the Bidder/Seller for supplies effected till date of termination would be made in normal course.
- iv) To encash EMD / Advance Bank Guarantees/ Performance Bonds/ Warranty Bonds, etc. which may have been furnished by the Bidder / Sellerto the extent of the undelivered Stores and / or Services.

8.2 If the Buyer obtains knowledge of conduct of a Bidder/ Seller or of an employee or a representative or an associate of a Bidder / Seller which constitutes corruption, or if the Buyer has substantive suspicion in this regard, the Buyer will inform to its Chief Vigilance Officer.

## 9. Compensation for Damages

9.1 If the Buyer has disqualified the Bidder(s) / Seller(s) from the tender process prior to the award according to Clause 8, the Buyer is entitled to demand and recover the damages equivalent to Earnest Money Deposit in case of open tendering.

9.2 If the Buyer has terminated the contract according to Clause 8, or if the Buyer is entitled to terminate the contract according to Clause 8, the Buyer shall be entitled to encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the Bidder / Seller, in order to recover the payments, already made by the Buyer for undelivered Stores and / or Services.

## 10. Price Fall Clause

The Bidder undertakes that it has not supplied/ is not supplying same or similar product/systems or subsystems at a price lower than that offered in the present Bid

in respect of any other Ministry/Department of the Government of India or PSU or

Coal India Ltd and its subsidiaries during the currency of the contract and if it is found at any stage that same or similar product/ Systems or Subsystems was supplied by the Bidder to any other Ministry / Department of the Government of India or a PSU or any Public Sector Bank at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.”

11. Independent External Monitor(s)

- 11.1 The Buyer has appointed Independent External Monitors for this Integrity Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given in RFQ).
- 11.2 As soon as the Integrity Pact is signed, the Buyer shall provide a copy thereof, along with a brief background of the case to the Independent External Monitors.
- 11.3 The Bidder(s) / seller (s), if they deem it necessary, may furnish any information as relevant to their bid to the Independent External Monitors.
- 11.4 If any complaint with regard to violation of the IP is received by the buyer in a procurement case, the buyer shall refer the complaint to the Independent External Monitors for their comments / enquiry.
- 11.5 If the Independent External Monitors need to peruse the records of the buyer in connection with the complaint sent to them by the buyer, the buyer shall make arrangement for such perusal of records by the Independent External Monitors.
- 11.6 The report of enquiry, if any, made by the Independent External Monitors shall be submitted to MD & CEO, Punjab National Bank, Plot 4 sector 10 Dwarka New Delhi 110075 within 2 weeks, for a final and appropriate decision in the matter keeping in view the provision of this Integrity Pact.

12. Law and Place of Jurisdiction

This Integrity pact is subject to Indian Laws, and exclusive Jurisdiction of Courts at New Delhi, India.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. Integrity Pact Duration

- 14.1 This Integrity Pact begins when both parties have legally signed it. It expires for the successful Bidder / Seller 10 months after the last payment under the contract, and for all other Bidders / Sellers within 6 months from date of placement of order / finalization of contract.

- 14.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Integrity Pact as specified above, unless it is discharged / determined by MD & CEO, Punjab National Bank.
- 14.3 Should one or several provisions of this Integrity Pact turn out to be invalid; the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
15. Other Provisions
- 15.1 Changes and supplements need to be made in writing. Side agreements have not been made.
- 15.2 The Bidder(s)/Seller(s) signing this IP shall not initiate any Legal action or approach any court of law during the examination of any allegations/complaint by IEM and until the IEM delivers its report.
- 15.3 In view of the nature of this Integrity Pact, this Integrity Pact shall not be terminated by any party and will subsist throughout its stated period.
- 15.4 Nothing contained in this Integrity Pact shall be deemed to assure the Bidder / Seller of any success or otherwise in the tendering process.
16. This Integrity Pact is signed with Punjab National Bank exclusively and hence shall not be treated as precedence for signing of IP with MoD or any other Organization.
17. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_  
(Seller/Bidder) and \_\_\_\_\_ on \_\_\_\_\_ (Buyer)  
BUYER BIDDER\* / SELLER\*

Signature:

Signature:

General Manager/ Dy G M,  
(\* ) Punjab National Bank,  
.....Department

Authorized Signatory

Date:

Date:

Rubber Stamp:

Rubber Stamp:

Witness

Witness

1. \_\_\_\_\_  
\_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_

1. \_\_\_\_\_  
\_\_\_\_\_  
2. \_\_\_\_\_  
\_\_\_\_\_

(\*) - Authorized signatory of the Organization who has also signed and submitted the main bid

## Annexure XIII

### Checklist of Documents to be submitted

Envelope	Documents to be submitted	Format as per	Attached in Bid Yes/NO	Page No	
				From	To
Envelope	Letter of Authorization for Submission of Response	Annexure I			
	RFP Response Covering Letter	Annexure II			
	Projects/Program Dropped without Completion	Annexure III			
	Key Personnel details	Annexure IV			
	Detailed Technical Proposal- Capability, Approach, Methodology and Work Plan [With relevant documentary evidence as the case may be]	Annexure V			
	Undertaking	Annexure VI			
	Conformity Letter	Annexure VII			
	Credentials [With reference letters / documentary evidence]	Annexure VIII			
	Confidentiality / Non-Disclosure Agreement	Annexure X			
	Integrity Pact	Annexure XII			
	CD/Pen drive with Soft copies of all above documents	CD/Pen drive			
	Undertaking for Non-Blacklisted/Banned etc	Annexure XVI			
		Annexure			
	Bid Security Declaration	Annexure XVIII			

#### 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 XIV

TO BE STAMPED AS AGREEMENT

**DRAFT ARTICLES OF 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 Tender 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 Architect

Authorized signatory



## **COMMERCIAL BID** **ONLY TO BE FILLED ONLINE**

Commercial Bid should quote cost for recruitment of each Position as given below

SNo	Positions	Tendered cost
1	Chief Technology Officer (CTO)	To be filled online
2	Chief Financial Officer (CFO)	To be filled online
3	Chief Compliance Officer (CCO)	To be filled online
4	Chief Risk Officer (CRO)	To be filled online
5	Chief Digital Officer(CDO)	To be filled online
6	Chief Information Security Officer(CISO)	To be filled online
7	Vertical Heads- (Supply Chain Finance, Collections Management, Customer Experience, Cash Management, Wealth Management, Government Business)	To be filled online

**Annexure XVI- Undertaking for Non-Blacklisted/Banned etc**  
**To be provided on letter head of the Bidder**

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

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

The bidder is not banned / 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 should not have:

- 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 tender reference mentioned in this document

Dated at \_\_\_day of \_\_\_\_\_ 2021.

Thanking You,  
Yours faithfully,

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Bidder**

## Annexure XVII

### **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)

**The Assistant General Manager (HRD)**

Punjab National Bank

Corporate Office, Plot No. 4,

Dwarka Sector-10

New Delhi - 110075

Sir,

Reg: RFP Reference No.: -----(For Hiring of Human Resource Recruitment Consultant for Recruitment of Specialized Executive/Domain Experts in Senior Management Positions on Contractual Basis)

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 \_\_\_\_\_2021.

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. ....

**BID SECURITY DECLARATION**

**The Assistant General Manager (HRD)**

Punjab National Bank  
Corporate Office, Plot No. 4,  
Dwarka Sector-10  
New Delhi – 110075

We , ..... irrevocably declare as under:

I/We understand that, as per Clause 14 of Key Information on the RFP Response Submission, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.

I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of disqualification as may be notified by you (without prejudice to PNB's rights to claim damages or any other legal recourse ) if,

- 1) I am /We are in a breach of any of the obligations under the bid conditions,
- 2) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
- 3) On acceptance of our bid by PNB, I/we fail to deposit the prescribed Security Deposit or fail to execute the agreement or fail to commence the execution of the work in accordance with the terms and conditions and within the specified time.

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Bidder**