



RFE for Empanelment of Premier Academic Institutes

Punjab National Bank



Request For Empanelment of Premier Academic Institutes

Dated 11/06/2025

HO: Centralized Procurement &
Partnership Division (CPPD)
Fourth Floor, 5, Parliament Street,
Patel Chowk, New Delhi -110001

Email: cppd.processing@pnb.co.in

Website: www.pnbindia.in

**BID DETAILS & BRIEF DESCRIPTION**

General Details	
Date of commencement of Bidding Process	11/06/2025
Last date and time for receipt of pre-bid queries from bidders for Clarifications in format	20/06/2025 up to 12:00 hrs
Date of Pre-Bid Meeting	21/06/2025 at 12:00 hrs
Last date and time for Online Bid Submission [Technical Bid] (or Hash submission)	02/07/2025 up to 16:00 hrs
Last date and time for Bid Re-Encryption	03/07/2025 up to 16:00 hrs
Last date and Time for submission of technical supporting document (Hard Copy)	03/07/2025 up to 16:00 hrs
Date and Time of Technical Bid Opening	04/07/2025 at 11:00 hrs
Place of Submission of Bids	Assistant General Manager Punjab National Bank CPPD 5, Parliament Street, Patel Chowk, New Delhi -110001
Place of opening of Bid	Assistant General Manager Punjab National Bank CPPD 5, Parliament Street, Patel Chowk, New Delhi -110001
Address for communication	Assistant General Manager Punjab National Bank CPPD 5, Parliament Street, Patel Chowk, New Delhi -110001
Contact to Bidders	Interested Bidders are requested to send the email to cppd.processing@pnb.co.in , containing following information, so that in case of any clarification, the same may be issued to them: (a) Name of Bidder, (b) Contact person, (c) Mailing address with Pin Code, (d) Telephone No., Fax No., Mobile No. E-mail etc.



Note:

1. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with the 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.
2. 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 contact Bank's Helpdesk on telephone No. 011- 23765468 or 011- 23724596 or email us at eprocurement@pnb.co.in and cppd.processing@pnb.co.in
3. 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.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011- 23765468 or 011- 23724596 or email us at eprocurement@pnb.co.in and cppd@pnb.co.in
5. 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 hardcopy of Technical bid.
6. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
7. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc. at bidder's end.
8. If Bidders have any queries, they may call us at Helpdesk Telephone No 011- 23765468 or 011- 23724596 from 10:00 am to 05:00 pm (except Sunday, 2nd & 4th Saturday and Bank holidays).



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1. INVITATION TO BID

- i. Punjab National Bank (herein after referred to as 'PNB/the Bank'), having its Head Office at **Plot No. 4, Sector 10, Dwarka, New Delhi- 110075**, including the various other offices (Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of Punjab National Bank, branches/other offices. This Request for Empanelment (RFE) has been issued by the Bank for empanelment of Maximum **Four "Premier Academic Institutes"**.
- ii. In order to meet the training requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in Annexure-6 of this RFE to empanel them on Bank's panel.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Annexure-2 of this RFE and willing to provide the Services as required in this RFE. The interested Bidders who agree to all the terms and conditions



- contained in this RFE may submit their Bids with the information desired in this RFE. Consortium bidding is not permitted under this RFE.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFE.
 - v. The purpose of PNB behind this RFE is to seek a detailed technical proposal for hiring of Academic Institute as desired in this RFE.
 - vi. This RFE document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
 - vii. Interested Bidders are advised to go through the entire RFE before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to PNB are invited to submit their technical and commercial proposal in response to this RFE. The criteria and the actual process of evaluation of the responses to this RFE and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFE seeks proposal from Bidders who have the necessary experience, capability & expertise to provide PNB the proposed Services adhering to Bank's requirements outlined in this RFE.

2. DISCLAIMER

- I. The information contained in this RFE or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of PNB, is subject to the terms and conditions set out in this RFE.

This RFE is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFE is to provide information to the potential Bidders, who qualify to submit the response to this RFE, and to assist them in responding to this RFE. Although this RFE has been prepared with sufficient care to provide all the required information to the potential Bidders, however, in the event any further/additional information is required by any potential bidders, such bidder(s) on its own cost & endeavour may approach the Bank for clarification which may be considered by the Bank.

The Bank reserves the right to provide such additional information at its sole discretion.

In order to respond to the RFE, if required, each Bidder may conduct its own study and analysis/assessment and seek its own professional, technical, financial and legal advice, as may be necessary. The Bank, its employees and advisors make no representation 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 RF or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender 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 RFE.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFE and/or the bidding process prior to deadline for submission of Bids, without assigning any reason whatsoever. Notification of amendments will be made available on the Bank's website at (www.pnbindia.in) as well as GeM Portal. No separate communication will be issued in this regard.

The Bank, at its discretion, may extend the deadline for a reasonable period for the submission of Bids.

- II. The Bank in its absolute discretion may annul the RFE without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all parties.
- III. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFE or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFE and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- IV. 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 RFE.
- V. The issue of this RFE does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of Empanelment letter/purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Empanelment/Contract in this RFE.

3. DEFINITIONS

In this connection, the following terms shall be interpreted as indicated below:

- I. **Bid:** Bid means the Technical bid / proposal and the Financial bid / proposal in Response to this RFE submitted by a Bidder along with its annexures.
- II. **Bidder:** Bidder means the Government Organization / PSU / PSE / Registered Partnership Firm / LLP / Limited / Private Limited / trust / Autonomous Institution promoted by RBI / GOI / any other statutory body, who is/are submitting its bid / proposal in response to this Invitation for **RFE**.
- II. **Eligible Bidder:** Eligible bidders means bidders who have qualified the eligibility criteria as per the annexure – 2.
- III. **Ineligible Bidder:** Bidders those who have not qualified the eligibility criteria as per annexure -2.



- IV. **Technically Qualified Bidder:** Technically qualified Bidders means eligible bidders who have scored at least 70% in the final technical score. Final technical score based on technical scorecard and presentation shall be calculated by giving 70% weight to marks obtained in technical score card and 30% weight to marks obtained in Presentation.
- V. **Technically Disqualified Bidder:** Eligible bidders those who are not technically qualified.
- VI. **Empanelled Academic Institute:** Empanelled Academic Institute means technically qualified bidders who have signed empanelment contract with Bank.
- VII. **Engaged Academic Institute:** Engaged Academic Institute will Mean Empanelled Academic Institute who has signed the SLA, NDA and been empanelled on Bank's Panel.
- VIII. **Agreement:** Agreement means the contract to be signed between the Bank and the selected bidder in accordance with a format approved/ provided by the Bank and all the attached documents and the appendices, thereto.
- IX. **Day:** Day means calendar day.
- X. **Assignment** means the work to be performed by the Bidder pursuant to the contract.

4. SCOPE OF WORK

As given in [Annexure -6](#) of this document

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- I. Bid is open to all Bidders who meet the Bidder's Eligibility Criteria and Technical Eligibility Criteria as given in **Annexure-2 and 3** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFE document.
- II. No Bidder or its associate shall submit more than one Bid for the Services desired under this RFE. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.



7. CLARIFICATION AND AMENDMENTS ON RFE/PRE-BID MEETING:

- I. Bidder requiring any clarification on RFE may notify the Bank in writing strictly as per the format given in [Annexure-9](#) at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- II. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFE.
- III. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders, **as the case may be.**
- IV. The Bank reserves the right to amend, rescind or reissue the RFE, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFE, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- V. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFE or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- VI. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- I. The Bidder must thoroughly study/analyse and properly understand the contents of this RFE, its meaning and impact of the information contained therein.
- II. Failure to furnish all information required in this RFE or submission of Bid not responsive to this RFE in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFE and is supplied solely as guidelines for Bidders.
- III. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.



- IV. The information provided by the Bidders in response to this RFE will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

This being an RFE for empanelment of Academic Institute, No EMD is prescribed for this specific empanelment. However, EMD shall be specified at the time of Limited RFP process, which shall be floated among empanelled bidders.

10. BID PREPARATION AND SUBMISSION

The Bid is to be submitted separately on E-Tender portal for empanelment of Premier Academic Institutes on Bank's panel. The Technical bid must be submitted in hard bound file in a sealed envelope super scribing "Technical Bid response against **Tender for Empanelment of Premier Academic Institutes** & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFE. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:

- I. Index of all the documents, letters, bid forms etc. submitted in response to RFE along with page numbers.
- II. Bid covering letter/Bid form on the lines of [Annexure -1](#) on Bidder's letter head.
- III. Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Annexure-2 and technical eligibility criteria on the lines of [Annexure -3](#).
- IV. Bidder's details as per [Annexure-5](#) on Bidder's letter head.
- V. Audited financial statement and profit and loss account statement.
- VI. A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
- VII. If applicable, copy of registration certificate issued by competent authority as mentioned in Eligibility Criteria under [Annexure-2](#).
- VIII. Self-certification as per [Annexure -11](#).
 - II. Bidders may please note:
 - a) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
 - b) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - c) The Bid document shall be complete in accordance with various clauses of the RFE document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of



the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

- d) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- e) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- f) The Bidder must provide specific and factual replies to the points raised in the RFE.
- g) The Bid shall be typed or written and shall be duly signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- h) All the enclosures (Bid submission) shall be serially numbered.
- i) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- j) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- k) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- I. Bids must be submitted online on Bank's e-tendering portal by the date and time mentioned in the "Schedule of Events".
- II. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- III. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

Tender Time:

Bidder may bid within 21 days from the date of uploading bid document by the Bank on e-tendering portal.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- I. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is



received on e-Tender portal, prior to the deadline prescribed for submission of Bids.

- II. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- III. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFE.

13. PERIOD OF BID VALIDITY:

Bid shall remain valid for duration of 6 calendar months from Bid submission date.

14. BID INTEGRITY:

Wilful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- I. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on Bank's E-tendering portal. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- II. In the first stage technical Bid will be opened and evaluated. Bids of such Bidders satisfying Bidder's Eligibility Criteria as mentioned in [Annexure-2](#) and agree to comply with all the terms and conditions specified in the RFE will only be further evaluated for Technical Eligibility Criteria as mentioned in **Annexure 3**. Only those Bids complied with Bidder's Eligibility Criteria shall become eligible for Presentation Process.
- III. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- IV. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFE. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFE in to, without any deviation.



- V. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- VI. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- VII. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- I. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank.
- II. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. CONTACTING THE BANK:

Bidders are forbidden to contact Bank and its officials or its consultants on any matter relating to this bid from the time of submission of bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

18. AWARD CRITERIA AND AWARD OF CONTRACT:

- I. **Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFE and only Class-I and Class II local supplier are allowed to participate in this RFE.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported



content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-I local supplier’ hereunder.

“Class-II local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-II local supplier’ hereunder. Class-II local supplier shall not get any purchase preference under this RFE.

“Non-local supplier” means a supplier or service provider whose product or service offered for procurement has ‘local content’ less than that prescribed for ‘Class-II local supplier’ under this RFE.

“Minimum Local content” for the purpose of this RFE, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

Verification of local content

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide self-certification as per [Annexure 10](#) that the product or service offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of location(s) at which the local value addition is made.

- II. The bank will notify all successful Bidder in writing by way of issuance of **Empanelment letter/ Purchase order** through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- III. In case any bidder does not accept the empanelment letter/ purchase order, Bank reserves the right to empanelment offer to 5th top scorer, 6th top scorer and so on.
- IV. The successful Bidder will have to submit **Non-Disclosure Agreement**, desired in this RFE and strictly on the lines of format given in Annexure of this RFE together with acceptance of all terms and conditions of RFE.
- V. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.



- VI. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- VII. Till execution of a formal contract, the RFE, along with the Bank's notification of award by way of issuance of Empanelment letter/purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- VIII. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

19. POWERS TO VARY OR OMIT WORK:

- I. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- II. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- III. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.



20. Principal to Principal Relationship

- I. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Vendor's/vendor's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Vendor. The relationship is on principal to principal basis.
- II. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
- III. Punjab National Bank has no obligation to the Vendor, except as agreed under the terms of the Agreement.
- IV. All employees/personnel/ representatives/agents etc., engaged by the Vendor for performing its obligations under the Contract/PO shall be in sole employment of the Vendor and the Vendor shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death /termination) of any nature to the employees/personnel/representatives/agent etc. of the vendor.
- V. The Vendor shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- VI. The Vendor shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Vendor its prior written consent.
- VII. Vendor would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour and Industrial 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, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour and Industrial legislations.

21. Indemnity

The vendor 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 Company under this Agreement; and/or
- An act or omission of the Company and/or its employees, in performance of the obligations under this Agreement; and/or
- Claims made by employees who are deployed by the Company, against the Bank; and/or
- Claims arising out of employment, non-payment of remuneration and non- provision of statutory benefits by the Company to its employees
- Breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Company under this Agreement; 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 Company contained in this Agreement; and/or
- Negligence or misconduct attributable to the Company or its employees.

Indemnity would cover damages, loss, expenses or liabilities suffered by the Bank arising out of claims made before any court/tribunal/quasi-judicial authority/regulatory authorities for reasons attributable to breach of obligations under this Agreement and subsequent agreement by the Company.

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

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/licenses/services supplied/rendered by the vendor under this Agreement or uses thereof, the vendor agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the vendor's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

Vendor further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party in relation to company's performance of Agreement. Subject to the other conditions of this section, Vendor shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies vendor in writing of the Claim immediately on becoming aware of it.



No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.

The terms of this clause shall survive the termination of the Agreement.

22. Indemnification Process:

Bank shall notify the Vendor in writing as soon as practicable when the Bank becomes aware of the claim and cooperates with the Vendor in the defence and settlement of the claims.

The Vendor shall be solely liable for the defense and all related settlement/negotiations, and Bank will provide the Vendor with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under the above stated Request for Empanelment (RFE) and/or this SLA and subsequent agreement, if any by the Vendor.

In the event of Vendor does not fulfil its obligations under this clause (that is to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Vendor under this project.

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

23. Non-Exclusivity

Notwithstanding anything contained in the present document, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of contract/SLA.

24.No Right to Set off

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



25. Entire Agreement

This SLA contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.

26. 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 Agreement will not be in any way affected or impaired by such a finding.

27. Assignment

Either party shall not assign any of its rights, duties or obligations under this Agreement without the other party's prior written consent.

28. WAIVER OF RIGHTS:

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement 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 Agreement, 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.

29. Survival

The Parties have expressly agreed that any liabilities or obligations set forth in this Agreement by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this Agreement.

30. CONTRACT AMENDMENT:

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by all the parties.

31. Compliance with Laws

The Vendor shall comply with all laws and government guidelines/regulations applicable to their respective businesses including without limitation, all privacy,



database, copyright, trademark, patent, trade secret, Labor and industrial Laws, Anti-Bribery Laws, data protection and all other applicable laws.

32. Business Continuity Plan

The vendor shall ensure to have effective business continuity and disaster recovery plan. The vendor shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law.

33. Data Protection

Vendor will process Bank's personal data on Bank's behalf as part of the Services, vendor shall ensure compliance to Data Security, Data Secrecy, Data privacy related issues and comply with the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023 as and when made applicable and shall comply with all applicable privacy and data protection provisions and applicable laws enforced from time to time. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

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

34. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

35. PENALTIES:

The engaged Academic Institute shall perform its obligations under the agreement entered into with the Bank, in a professional manner.

- i. For delay in project/training completion, subject to a maximum of 10% of the combined contract value of all pools assigned to a particular engaged Academic Institute, Bank may at its option demand and recover from the engaged Academic Institute (s) an amount equivalent to 0.5%* per week of delay over and above the agreed delivery period.
- ii. If the engaged Academic Institute fails to complete the due performance



of the contract in accordance with the specification and conditions of the RFE / SLA, the Bank reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

- iii. The overall penalty shall be limited to 10% of the combined contract value as stated in point 25(i) above. However, any violation of NDA may lead to penalty of 100% of contract value or actual loss value, whichever is higher.

36. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

37. RIGHT TO AUDIT:

- I. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of Services provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- II. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- III. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide



records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

- IV. Service provider shall grants unrestricted and effective access to
- a. data related to the outsourced activities;
 - b. the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

38. Non solicitation

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

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

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.

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

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

39. Non-Disclosure

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

- Vendor will treat the Confidential Information as confidential and shall not disclose to any third party. Vendor will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential Information.
- Vendor will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Bank without consent of the Bank. That the Vendor will also agree to protect the Confidential Information of the Bank



with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, Vendor shall use reasonable efforts to advise the Bank immediately in the event that Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract to be entered into between the Bank and Vendor. and will reasonably cooperate in seeking injunctive relieve against any such person.

- That if Vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as VENDOR is bound to maintain the confidentiality. This Clause will remain valid even after the termination or expiry of this agreement.
- Vendor will strictly maintain the secrecy of Bank's data at all time
- The Vendor shall use the confidential information only for the purpose for which it was provided and shall not make profit from the same in an unauthorized manner.

- V. Vendor shall indemnify PNB against any loss suffered by PNB due to disclosure of confidential information by engineers/employees of Vendor.

40. SUBCONTRACTING:

As per the scope of this RFE, sub-contracting is not permitted. Bank will only deal with the bidding Bidder, who will be responsible for delivery of all services. The bidder will be fully responsible to Bank for execution of the contract in its entirety and compliance of SLA, the delivery of all the services as per, end-to-end delivery of services and will be a single point of contact.

41. Data Purging

The vendor shall ensure provision to secure removal and/or destruction of data, hardware and all records (both digital and physical). The vendor shall ensure the seamless transition and should cooperate fully unconditionally with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.

42. EMPANELMENT VALIDITY PERIOD

The empanelment of the bidder/s shall be valid for period of 3 years from the date of empanelment and can be extended for one year for two times with mutual consent of terms and conditions between the Bank and vendor. During empanelment period Bank



may award activity through limited tender process and successful bidder emerged through this limited tender process shall sign SLA with Bank.

42.1 VALIDITY OF AGREEMENT:

Successful bidder emerged through limited tender floated by Bank among empanelled Academic Institute, shall sign Service Level Agreement (SLA) with Bank. The SLA will be valid for a period ranging from one month to 1 year (depends on different requirements of Bank) from the date of award of the activity through limited tender process or completion of the activity whichever is later, even though empanelment period has ended.

The Bank reserves the right to terminate the Agreement as per the terms of RFE/Agreement.

43. Use of Name/Logo of the Bank

Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any bank's employee or agent, without bank's prior, written, express consent. The bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this SLA and shall entitle the bank to take appropriate actions as available to it in law and this document.

44. LIMITATION OF LIABILITY:

Successful bidder's aggregate liability under the contract shall be limited to a maximum of the contract value. For the purposes of this clause, Contract value at any given point of time, means the aggregate value of the purchase orders, paid by bank to the Successful bidder that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Successful bidder shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:

1. Liability of Vendor for third party claims for IP Infringement.
2. Liability of Vendor (including third party claims) in case of bodily injury (including Death).
3. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence.
4. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
5. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
6. Breach of the confidentiality.



7. Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank.
8. Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.
9. Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.
10. Liability of Vendor to indemnify the Bank

This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary, and to the maximum extent permitted by law, the Vendor shall be liable to Bank for any consequential/ incidental, or indirect damages arising out of this agreement.

For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by Bank to the Bidder that gives rise to claim, under this Agreement.

45. CONFIDENTIALITY:

1. Except as required by law, the parties shall ensure that all the confidential information- business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.
2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type



relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

3. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
4. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.
5. The Bidder/Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
6. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this SLA/ Agreement, or assigns any portion of



its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.

7. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
8. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.
9. An Information shall not be considered confidential to the extent and only to the extent, such information is:
 - a. already known to the receiving party free of any restriction at the time it is obtained from the other party;
 - b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
 - c. is or becomes publicly available through no wrongful act of the other party;
 - d. is independently developed by one party without reference to any Confidential information of the other;
 - e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.
10. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
11. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the Bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.



46. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- I. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- II. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- III. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFE document).

47. SERVICE PROVIDER'S OBLIGATIONS:

- I. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- II. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- III. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- IV. Service Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- V. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in [Annexure -8](#) of this RFE.
- VI. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- VII. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this



Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

48. INTELLECTUAL PROPERTY RIGHTS

1. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
2. Bank Data. Bank owns the original data or information, in any form, that is provided to Bidder by or on behalf of Bank (including Bank's personal data) ("Bank Data"). Except for the rights expressly granted in the Agreement, all rights, title and interest in and to any and all proprietary rights in Bank Data will remain with and be the exclusive property of Bank. Bank provides Bidder an appropriate license to use/ process the Bank Data only for the purpose of the Agreement and solely as required to provide the Services and Deliverables. Bank will obtain all rights necessary and permissions relevant or necessary for such purposes, and to the extent required, notify any individuals or entity who own or have an interest in Bank Data, to ensure that Bidder can access and use Bank Data for the purposes of the Agreement.
3. Third Party Materials. - Third-Party Material(s)" means any third party content, including networks, equipment, data, managed services, hosted platforms, hardware, software, free software or freeware, and open source software and other technology or services developed, owned, provided or licensed by a third party, other than Bank and/or Bidder
4. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
5. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
6. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with



the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

7. Bidder agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to Third-Party Material incorporated into Deliverables.

49. LIQUIDATED DAMAGES FOR DELAY:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time/ duration of the contract, as specified in [Annexure-6](#) "Scope of Work and Payment Schedule", schedule as specified in this RFE/Agreement, the Bank may, without prejudice to its other remedies under the RFE/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of contract amount for delay of each week or part thereof maximum up to 7.5% of contract amount. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

50. CONFLICT OF INTEREST:

- I. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise. It is further clarified that:
 - a. Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
 - b. Bidder shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- II. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:



- a. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- b. a constituent of such Bidder is also a constituent of another Bidder; or
- c. such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- d. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e. such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- f. there is a conflict among the proposed project and other assignments of the Bidder (including its personnel and Sub-institute) and any subsidiaries or entities controlled by such Bidder or having common



controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to the Bank for this particular assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- g. Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- h. For the purposes of this RFE, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

51. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- I. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- II. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFE process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- III. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- IV. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - a. **"Corrupt practice"** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.



- b. **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFE process or to secure a contract or in execution of the contract.
- c. **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- d. **“Anti-competitive practice”** means any collusion, bid rigging or anticompetitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- e. **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

V. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

1. Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanours, the vendors may be put on a holiday listing (temporary debarment) for a period up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empanelled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- 1. Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);



2. Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
 3. Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.
- 2. Debarment from participation including removal from empanelled list**
- Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empanelled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empanelled vendors are:
- a. Without prejudice to the rights of the Bank under Clause 37 " CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFE issued or any other procurement initiated by the Bank during a period of 2 (two) years from the date of debarment.
 - b. Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
 - c. If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empanelled;
 - d. Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
 - e. Banning by Ministry/Department or any other Government agency;
 - f. Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder:
 - i. withdraws from the process;
 - ii. fails to enter into a Contract; or
 - iii. fails to provide performance guarantee or any other document or security required in terms of the RFE documents;
 - g. If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
 - h. Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or



- i. Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- j. If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

52. TERMINATION FOR DEFAULT:

1. The Bank shall have the right to terminate/cancel the contract with the vendor at any time during the contract period, by giving 30 Days advance notice including 15 days curing period, for any valid reason, including but not limited to the following:
 - a. Non-capable resources or non-initiation of services as per RFE timelines.
 - b. Delay in execution of order placed by the Bank.
 - c. Discrepancies / deviations in the agreed processes and/or products.
 - d. Failure of Vendor to complete implementation of hardware, software, implementation of hardware, data migration etc. within the time as specified in the Purchase Order/under this Agreement.
 - e. Violation of terms & conditions stipulated in the Purchase Order to the extent not inconsistent with the terms and conditions laid out in Agreement.
 - f. In case of data breach, security breach, breach of trust, denial of service, service unavailability, change of Bidder's ownership, liquidation, merger, acquisition, undesirable changes due to change in regulatory requirement affecting the Bidder, regulatory action on Bidder, etc.
 - g. Change in Bank Policy.
 - h. Unsatisfactory services/poor quality of product/services.
 - i. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.
 - j. The Bidder/ vendor 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.
 - k. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder/ vendor and such appointment continues for a period of twenty-one (21) days;
2. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending 30 days - notice period to the Vendor without bearing any consequences and without assigning any reason for same.



3. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.
4. In the event of Termination on account of failure of the Vendor to perform the obligations under this RFE/Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.
5. In case of termination due to reasons attributable to the vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.
6. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.
7. Upon expiry / Termination of the Agreement, vendor shall be responsible to provide a smooth transition including all efforts for transfer/assignment of service contracts for seamless continuation of services contemplated under this Agreement.
8. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory or subject of a court order for its winding up) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
9. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.
10. If the vendor shall assign or attempt to assign his interest or any part thereof in the contract. Bank will not pay any additional amount after surrendering.

Notwithstanding above, in case of change of statutory laws which affect the main objective of this Agreement, Bank reserve the right to terminate this Agreement or any subsequent amendment and / or any particular order, in whole or in part by giving Bidder/ vendor at least thirty (30) days' prior notice in writing.

The Bidder/ vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder/ vendor for the tenure of this contract and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point



in time resulting due to expiry or termination of this Agreement and subsequent agreement for any reason whatsoever would be a process over a period of six (6) months, after the completion of the notice period of 30 days. During this period, the Bidder/ vendor shall continue to provide the Deliverables and the services in accordance with this Agreement and subsequent amendment and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of this Agreement, if any, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement or subsequent amendment, if any, Bank shall pay to Bidder/ vendor, within thirty (30) days of such termination or expiry, of the following:

- a. All the undisputed fees outstanding till the date of termination or upon the termination or expiry of subsequent Agreement.
- b. The rights granted to Bidder/ vendor shall immediately terminate.

The Bank will provide the Bidder/ vendor a remedy period of thirty (30) days to rectify a material default. The Bank will provide in writing the nature of the default to the Bidder/ vendor through a letter or mail correspondence. The thirty (30) daytime period will commence from the day the Bank have sent such correspondence to the Bidder/ vendor.

11. In case of termination of contract, the bank shall immediately take possession and control of all documents, record of transactions, information and assets and also reserves its right to destroy the data, hardware and all records (digital and physical) relevant to the service being provided by the Bidder. The Bank reserves the right to purge Banks information from Bidder's access.
12. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.

53. FORCE MAJEURE:

- I. Notwithstanding the provisions of terms and conditions contained in this RFE, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- II. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries,-vis- Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.



- III. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- IV. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

54. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

55. TERMINATION FOR CONVENIENCE:

- I. The Bank, by written notice of not less than 30 (Thirty) days, may terminate the Contract, in whole or in part, for its convenience.
- II. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

56. DISPUTES RESOLUTION:

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFE Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and vendor fails to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act-1996. Any matter relating to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder/ vendor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or



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

The venue of the arbitration shall be Delhi, and the language of the arbitration will be English.

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

57. GOVERNING LANGUAGE:

The governing language shall be English.

58. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of India and shall be subjected to the exclusive jurisdiction of courts at New Delhi only.

- I. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- II. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- III. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
 - a. Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
 - b. In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.



- c. In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- IV. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFE process shall be borne by Service Provider as per applicable laws.

59. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption.



iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFE terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD.

v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected and no queries will be entertained.

60. NOTICES and Other Communications

The notices shall be sent, in writing and signed by the competent authority, either 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 to be served upon the parties only on receipt, except when it is sent through the registered post and same shall be deemed to be delivered within five (05) 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 Consultation 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 herein.

61. Purchase preference to MSE

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

62. POST- EMPANELMENT PHASE

Bidders are required to submit the detailed technical skills in the said RFE. However, Commercial quotes are not required to be submitted in the said RFE. Empanelled



Bidders will be able to participate and submit commercial quotes called through **Limited Tender** RFP process as per Banks requirement.

63. PROJECT ON PROJECT BASIS

Bank at its discretion shall invite commercial quotations only from qualifying empanelled vendors as and when based on their fulfilment of the requirement of Bank during the period of empanelment.

If any of the empanelled bidders do not participate in minimum three Limited tender's project during the contract period for any reason, even after getting an invitation to bid by the bank, then bank may de-empanel the bidder. The decision of the Bank will be final, and Bank will not entertain any correspondence in this regard.

An annual review of the empanelled bidders will be conducted by the Bank, if deemed necessary. Bank may remove any of its vendors from empanelment based on review & feedback. Irrespective of the period, the empanelment will be deemed operative until the close of the assigned projects and hence the empanelled firm should ensure resource availability until completion of the work in hand.

64. SIGNING OF CONTRACT

- i. The successful empanelled bidder(s) shall mandatorily sign Non-Disclosure Agreement (NDA) ([Annexure 9](#)) with the Bank, within 30 working days from the date of acceptance of Letter of empanelment.
- ii. Purchase order will be issued by Bank based on their work requirements through limited tender RFP process.
- iii. The successful empanelled bidder(s) shall sign a Service Level Agreement (SLA) with the Bank.
- iv. At the same time as the Purchaser notifies the Empanelled Bidder(s) that its bid has been accepted for empanelment, the Purchaser will send the Bidder(s) the Bid Cover Letter ([Annexure 1](#)), already provided in the RFE), incorporating all agreements between the parties
- v. Within 15(Fifteen) days from notification of empanelment, the Empanelled bidders shall sign the contract and return it to the **bank**.
- vi. The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

65. Representations And Warranties

- (1) The VENDOR hereby represents and warrants that:
 - i. It is a VENDOR registered under the companies Act, 1956 and is valid as per the existing laws of the place of its incorporation.
 - ii. It has taken all required measures to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of



- the same upon request. An authenticated list of the officers of the VENDOR who are authorized to sign and / or execute this agreement and / or other related documents and writings shall be provided to the Bank
- iii. The execution, delivery and performance of this contract by VENDOR in accordance with its terms shall not violate or conflict with its articles or memorandum of association or any other organizational documents.
 - iv. The VENDOR shall ensure that under this Contract:
 - a. It would not devolve upon the creation or imposition of any lien, charges or encumbrance upon the capital stock, properties or assets of it;
 - b. That there are no judicial or administrative actions, proceedings or investigations pending to the best of its knowledge, which would have a material adverse effect on its capacity to perform its obligations under this agreement or any of the other documents referred to in this agreement to which it is a party.
- (2) The VENDOR hereby represents and warrants to the Bank that it shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
- (3) The Employees of the VENDOR shall continue to be the Employees of the VENDOR and work under its discretion and shall not have any of employment from the Bank by the virtue of providing the Services, irrespective of the location of their work.
- (4) At no point of time during the term of the Agreement, employees of VENDOR will be treated as employees of Bank. The payment of salary, benefits and all related taxes for the employees of the VENDOR will be the sole responsibility of the VENDOR.
- (5) The VENDOR agrees, represents and warrants that no officer of the Bank, director employee or immediate family member thereof has received or will receive anything of value of any kind from the VENDOR or its officers, directors, employees or agents in connection with this agreement; and that none of them has a business relationship of any kind with the VENDOR, its Personnel or any of its other officers.
- The express warranties granted above are in lieu of all other warranties, whether express or implied.

Failure of empanelled vendors to adhere to said agreed terms & conditions of RFE or, any attempt to get the same changed from Bank later on, shall not be accepted by Bank under any circumstances and may lead to cancellation of Proposal and penal action against such bidder, as the Bank may found suitable blacklisting of such vendor.



PART-II

Annexure 1: BID Cover Letter

BID Cover Letter (TECHNICAL BID)

[On Company's letterhead]

(To be included in Technical Bid)

Date:

To:

Asst. General Manager – CPPD
Punjab National Bank,
4th Floor, 5, Sansad Marg,
New Delhi-110001
Dear Sir,

Ref: Request For Empanelment of Premier Academic Institutes

We have examined the above RFE, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFE. We shall abide by the terms and conditions spelt out in the RFE. We shall participate and submit the Bids through online portal to be provided by the Bank's authorized service provider, on the date advised to us.

- i While submitting this Bid, we certify that:
 - i The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
 - ii We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFE.
 - iii Prices submitted by us have been arrived at without agreement with any other Bidder of this RFE for the purpose of restricting competition.
 - iv The Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFE.
 - v We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - vi We have quoted for all the services/items mentioned in this RFE in our price Bid.
 - vii The rate quoted in the price Bids are as per the RFE and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".



- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFE. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFE without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFE document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFE terms and conditions, contents of NDA as per template available at [Annexure -8](#) of this RFE and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFE, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFE, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFE, we do not have any past/ present litigation which adversely affect our participation in this RFE or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified/debarred/terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/Public Sector Undertaking/State or Central Government or their Agencies/Departments at any time, during the last 3 years.



xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

xiii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFE.

xiv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

xv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFE document.

Dated this day of 2025

(Signature)..... (Name)

(In the capacity of) Duly authorised to sign Bid for and on behalf of

Seal of the Company

Annexure 2: Bidders Eligibility Criteria

Bidder's Eligibility Criteria

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Documents to be submitted
1	The bidder should be a Premier Academic Institute registered in India as per Company Act 1956 /2013 or a partnership firm / a Limited Liability Partnership under the Limited Liability Partnership Act 2008 / a proprietary firm or Registered Trust/Society under Indian Society Act and should be in existence for the last 5 years in India as on date of publishing date of this document.	Certificate of incorporation/ registration, certificate of commencement of business, MoA, AoA etc. Partnership Deed in case of Partnership firm / a Limited Liability Partnership and other relevant documents Documents relating to proprietary firm or Registered Trust/Society
2	The bidder should be registered for GST. It should not be individual/ HUF etc. (GST Registration Certificate would be required. If any services under exemption, valid proof would be required).	GST returns and GST certificate to be enclosed.
3	The bidder must have experience in learning & development ecosystem in particular, giving training to senior executives of BFSI industry preferably Banks in preceding 5 years as on date of publishing of this of RFE. Bidder also have experience of implementation of leadership journeys for officers/executives in reputed organizations preferably those in the Banking and financial services industry in India	Credentials to be provided as under, a. On letter head of the Bidder signed by authorized signatory about the Services Delivered. b. A copy of engagement letter/work order/ letter of award along with relevant details for each assignment to be furnished by the bidder. c. Customer certificate/email for successful completion/ implementation of the services. d. Information to be provided about the work credentials and Email ID of an authorized person at the said company/firm to be provided for confirmation by Bank.
4	The bidder should have minimum average turnover of Rs. 50 Lakhs	Copies of the audited balance sheet and Profit & Loss Statement of the

	(Rs. 25 Lakhs for MSE /Startup) during the last three financial years (i.e. 2021–22, 2022–23 & 2023–24). This must be the individual company/firm turnover and not that of any group of companies.	company showing the same is to be submitted as per annexure-13
5	The bidder should have a track record of successfully completing at least one (1) similar assignments as envisaged (in scope of work & deliverables) in BFSI sector in the last 5 (five) years as on 31.03.2025	Work order/certificate from client clearly indicating the scope, duration and completion of engagement is to be submitted
6	The bidder should have in-house capabilities for mid & senior level executive training / education using technology (with Apps, Modules, Simulations and Quizzes) including developing content, materials, case material, joint research etc. Joint or collative bids will not be accepted. However, over and above their own staff on roll, the Selected Bidder may engage Subject Matter Experts/ Professionals/ Academicians/ Industry Advisors etc. to handle the project related work with permission of Bank and such experts should be available till conclusion of the Bank's project. Bidder to produce the details of such people to be engaged along with relevant evidence as per the annexures to this RFE	A Self-declaration on the bidder's letter head (along with proof)
7	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.	A self-declaration by the Bidder on Institute's letter head
8	The companies or firms or Trust or Society, bidding for the above tender, should have not been blacklisted by by any Govt. / Regulatory bodies in India / globally including entities such as Financial Institutions / Banks / PSUs.	an undertaking (on their letter head), that they have not been blacklisted by any of the Govt. Authority or PSUs. In case, in the past, the name of their Company was blacklisted by any of the Govt. Authority or PSUs, the same must have been either withdrawn by the concerned authority or set aside by the final order/ judgment passed by the Court/ Forum as on date of submission of the tender, otherwise



		the bid will not be considered. It is further clarified that any interim stay Order passed by any Court/Forum in favour of bidder against its blacklisting shall not be considered by Bank as the bidder having satisfied/ fulfilling the eligibility criteria under this clause.
9	Bidders are required to provide duly authenticated supporting documents like company's MOA, AOA, Certificate of incorporation, certificate of business commencement of Firms/Trust/Society's Registration Certificate, Resolutions, audited balance sheet, P&L account statement, purchase order/ work orders, work experience certificate, GST returns etc.	The documents are required to be signed by the authorized signatory of the company with the official seal/stamp.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

The bidder 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 proposal. The bidder should enclose documentary 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 bidder 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.

Name & Signature of authorised signatory

Seal of Company

Annexure 3: Technical Eligibility Criteria**Technical Eligibility Criteria****Qualification criteria and their weightages**

Sr. No.	Criteria	Weightage	Score
1	Profile, experience and capabilities of the Organization / firm.	40	
(a)	Organization is in existence since		
	i. More than 15 years	15	
	ii. More than 10 and up to 15 years	12	
	iii. 5 years to 10 years	8	
b)	Financial Credentials/ Average Gross Annual turnover for last three years (FY 2021-22, FY 2022-23 & FY 2023-24)		
	i. ₹50 Lakhs	1	
	ii. Above ₹ 50 Lakhs and Less than ₹3 Crores	2	
	iii. ₹ 3 Crores to ₹50 Crores	5	
(c)	Experience of the bidder in execution of similar programs.		
	i. Conducted at least one similar program for PSBs, Private Banks, Insurance Co. and Regulators of BFSI Sector in last 5 years For each program 3 marks with maximum 15 marks (Based on track record of successful completion)	15	
	ii. Conducted similar program for leading and reputed organizations, other than PSBs, Private Banks, insurance Co. and Regulators of BFSI Sector in last 5 years For each program 1 mark with maximum 5 marks (Based on track record of successful completion)	5	



Sr. No.	Criteria	Weightage	Score
2	Experience of Key Resources:	30	
(a)	Relevant experience of the Subject Matter Experts/ Professionals/ Academician/ Industry Advisors		
	i. More than 10 years & having handled similar Program (For every program handled shall carry 2 marks with maximum of 20 marks; however at least Two similar program for PSBs, Private Banks, Insurance Co. and Regulators of BFSI Sector)	20	
	ii. More than 05 years and up to 10 years & having similar Program (For each such program handled shall carry 1 mark with maximum of 10 marks)	10	
	Average years of experience of Key resources persons shall be considered for scoring		
(b)	Relevant experience of key resource persons other than Subject Matter Experts/ Professionals/Academician/ Industry Advisors (For each year of experience shall carry 1 mark with maximum of 10 marks)	10	
3	Presentation of proposal:	30	
	i. Overall clarity and understanding of Bank's specific needs and objectives of the proposed program	12	
	ii. Alignment of presentation with the proposed work plan submitted and effectiveness of the presentation	8	
	iii. Orientation and focus towards deliverables & outcomes of the scope of the assignment	7	
	iv. Ability to answer queries in a comprehensive and informative way	3	

Top scorers (not exceeding Four) will be invited for empanelment.

In case of a tie between two Agencies, the Agency scoring higher in Final presentation will be given preference.



Annexure 4: Details of resources and Qualified Employees

Details of resources and Qualified Employees to be assigned for the proposed project

Sl. No	Name	Capacity (resources/ Employee)	Qualification (MBA/FRM/Other)	Experience	Years with Firm	Remarks

The Bidder shall offer and make available all Key Personnel meeting the requirements. The proposed team shall be composed of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Institute should be able to complete the Training within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this academic/training service. The CV of each such Professional Personnel, if any, should also be submitted.

**Annexure 5: Bidder's Details**

Bidder Details
(On Company Letter Head)

Details of Bidder

S No	Particulars	Details
1	Name	
2	Date of Incorporation and commencement of Business	
3	Certificate of Incorporation	
4	Brief description of the Bidder including details of its main line of business	
5	Company website URL	
6	Company PAN	
7	Company GSTIN	
8	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address	

SI No.	Project Name	Year & Period spent on Project	Brief of the Project	Project Relevance to scope of work of this RFE (section details)	Project Customer Name, Contact Details & Address

Name & Signature of authorised signatory

Seal of Company

Annexure 6: Scope of Work and Deliverables and Payment Schedule

SCOPE OF WORK

The scope of work for the empanelled academic institutions shall be as under:

- a. **To identify training needs aligned with strategic goals:** This involves conducting thorough assessments to understand the skills, knowledge gaps, and developmental areas within the workforce. By analysing organizational priorities, industry trends, and future challenges, the institutions can pinpoint the specific competencies required to drive success and innovation. This process may include gathering input from stakeholders, such as leadership teams, employees, and industry experts, to ensure a comprehensive understanding of the bank's objectives. The goal is to design training programs that not only address immediate needs but also support long-term growth, adaptability, and alignment with the broader vision and mission of the organization. Through this approach, the academic institutions play a critical role in fostering a skilled and future-ready workforce.
- b. **Develop specialized programs for technical, managerial, leadership, and sector-specific skills:** These programs are essential for fostering a well-rounded and competent workforce. These programs should be tailored to address the unique demands and challenges of various domains, ensuring that participants gain practical knowledge and expertise that directly align with their roles. Technical training can focus on advanced tools, technologies, and methodologies, while managerial and leadership programs should emphasize strategic thinking, decision-making, and team-building capabilities. Sector-specific programs can address the nuances and emerging trends of individual fields, equipping officers with the insights needed to drive innovation and growth.
- c. **Design training material, workbooks, presentations, and reference guides tailored to the bank's unique requirements:** The empanelled academic institutions may be tasked with designing comprehensive training materials, including workbooks, presentations, and reference guides, that are specifically tailored to meet the bank's unique requirements. This involves creating content that aligns with the regulatory and operational needs of the banking sector, ensuring compliance with industry standards and guidelines. The training material should be practical, relevant, and accessible, addressing the specific challenges and scenarios encountered in banking operations. It should also reflect the latest developments in financial regulations, risk management, customer service, and technological advancements in the sector. By incorporating case studies, real-world examples, and interactive elements, the material can enhance engagement and learning outcomes. Furthermore, the institutions must ensure that the content is adaptable to various training formats, such as in-person sessions, virtual learning, and self-paced modules, to maximize its impact and reach. Through this meticulous approach, the

institutions will enable the bank's officers to build the knowledge and skills necessary for effective performance and continuous professional growth.

- d. **Faculty-led training at own centre or bank's training centres or virtually:** These sessions should be facilitated by experienced and qualified faculty members who possess in-depth knowledge of the banking sector and expertise in adult learning methodologies. Whether conducted in-person or online, the training programs must be interactive, engaging, and tailored to the specific needs of the participants. Institutions should ensure that the sessions are well-structured and include practical exercises, case studies, and real-world applications to enhance learning outcomes. Virtual training sessions, in particular, should leverage advanced technologies and digital tools to provide a seamless and enriching learning experience.
- e. **Interactive workshops, simulations, and real-world problem-solving sessions:** These workshops shall be designed to foster active engagement, critical thinking, and practical application of concepts, ensuring that participants can translate theoretical knowledge into actionable skills. Simulations shall replicate real-world banking scenarios, such as financial decision-making, risk management, customer service challenges, and compliance issues, allowing participants to practice and refine their responses in a controlled environment. Real-world problem-solving sessions shall focus on addressing actual challenges faced by the bank, encouraging collaborative discussions and innovative thinking among participants.
- f. **Leveraging domain experts for providing cutting-edge knowledge and practical insights:** The empanelled academic institutions will leverage the expertise of domain specialists to deliver cutting-edge knowledge and practical insights, ensuring the training programs remain relevant and impactful. These domain experts, with their extensive experience and deep understanding of the banking and financial sectors, will provide valuable perspectives on emerging trends, industry best practices, and real-world challenges. Their involvement will enhance the learning experience by bridging the gap between theoretical concepts and practical application. By sharing case studies, success stories, and lessons learned from their own professional journeys, these experts will inspire and equip participants with actionable strategies to excel in their roles. Additionally, their ability to address complex questions and provide customized guidance will add significant value to the training sessions.
- g. **Flexibility to deliver programs across multiple bank locations:** The empanelled academic institutions are expected to demonstrate flexibility in delivering training programs across multiple bank or institute locations, ensuring accessibility and convenience for participants irrespective of their geographic location. This requires the institutions to have the logistical capability and resources to conduct on-site sessions at various branches or training centers of the bank, accommodating diverse schedules and operational needs. They

should also be equipped to provide hybrid and virtual training options to reach employees in remote or distributed locations seamlessly. Moreover, the institutions must be capable of customizing their delivery methods to suit the unique requirements of each location, considering factors like cultural nuances, language preferences, and specific regional challenges.

- h. **Implement robust mechanisms to capture and analyze participant feedback for program enhancement:** These mechanisms should include a combination of quantitative and qualitative feedback tools, such as surveys, questionnaires, one-on-one interviews, and focus group discussions, administered both during and after the training sessions. The feedback process should be designed to assess various aspects of the program, including content relevance, delivery quality, faculty effectiveness, and participant engagement. Advanced analytics tools can be used to process this data, identify patterns, and derive actionable insights for program refinement. Additionally, the institutions should create a system for regularly reviewing and incorporating this feedback into the program design, ensuring it remains aligned with the evolving needs of the bank and its employees.
- i. **Design and conduct pre- and post-training assessments to measure effectiveness:** Pre-training assessments should be designed to establish a baseline understanding of participants' existing competencies, identify knowledge gaps, and tailor the training content to address specific needs. These assessments can include quizzes, case studies, self-assessments, or diagnostic tests relevant to the program objectives. Post-training assessments, on the other hand, should measure the extent of knowledge gained and the participants' ability to apply the learned concepts in practical scenarios. This can involve tests, assignments, simulations, or even real-world projects to demonstrate skill application. By comparing the results of pre- and post-training evaluations, the institutions can quantify the training's impact, identify areas for further improvement, and ensure alignment with the bank's strategic goals.
- j. **Support bank in curating and devising flagship programs across ALIs for high-performing officers to drive 'learning as a reward':** The empanelled academic institutions will play a pivotal role in supporting the bank in curating and designing flagship programs across Advanced Learning Centres (ALIs) aimed at high-performing officers, positioning "learning as a reward" to foster a culture of continuous development and excellence. These flagship programs should be designed to recognize and nurture top talent, offering advanced, specialized training opportunities that enhance their leadership potential and technical expertise. The programs should incorporate cutting-edge content, innovative teaching methodologies, and exposure to industry best practices, enabling participants to gain deep insights into emerging trends and challenges. By creating a structured pathway for growth, these programs not only reward high-performing officers but also inspire others to excel. Institutions should also



include elements such as mentorship, networking opportunities with industry leaders, and capstone projects that drive real-world impact.

- k. **Development of case studies or white papers focusing on banking challenges:** The empanelled academic institutions will contribute to knowledge creation by developing case studies and white papers that address critical challenges faced by the banking sector. These resources should be based on in-depth research, leveraging both industry insights and real-world scenarios to highlight key issues such as regulatory compliance, risk management, digital transformation, customer experience, and financial inclusion. Case studies should include practical examples of how specific challenges were addressed, offering actionable insights and lessons learned. White papers, on the other hand, should provide a comprehensive analysis of complex topics, presenting data, trends, and recommendations for future strategies.
- l. **Support in knowledge transfer and capacity building for bank employees:** The empanelled academic institutions will actively support the bank in fostering knowledge transfer and building the capacity of its employees to enhance their skills and competencies. This involves equipping staff with the knowledge needed to adapt to evolving banking technologies, regulatory environments, and customer expectations. Institutions will provide structured training sessions, workshops, and mentorship programs to bridge skill gaps and empower employees to perform effectively in their roles. Additionally, institutions should develop tools, frameworks, and resources that bank employees can use to sustain their learning independently. Knowledge transfer initiatives may also include creating repositories of learning materials, facilitating peer-to-peer learning opportunities, and conducting follow-up sessions to reinforce key concepts.
- m. **Define key performance indicators (KPIs) to assess the partnership's success:** The empanelled academic institutions will collaborate with the bank to define clear and measurable key performance indicators (KPIs) to evaluate the success and impact of the partnership. These KPIs should align with the bank's strategic goals and provide a transparent framework for tracking the effectiveness of training programs and initiatives. Examples of KPIs could include employee satisfaction scores, improvement in post-training assessments, the number of employees trained, retention rates of high-performing talent, and the measurable impact on productivity or operational efficiency. Institutions should also track qualitative outcomes, such as feedback from participants and the extent of knowledge transfer. Regularly monitoring and analysing these KPIs will ensure that the partnership remains results-driven, enabling timely course corrections and continuous improvement to maximize value for the bank.
- n. **Submit detailed reports on training sessions, participant performance, and program outcomes:** The empanelled academic institutions are required to



submit detailed reports that provide a comprehensive overview of the training sessions conducted, participant performance, and overall program outcomes. These reports should include key details such as the number of participants, topics covered, methodologies used, and feedback received. Participant performance should be documented through pre- and post-training assessments, highlighting skill improvements and learning gains. Additionally, the reports should analyse the effectiveness of the programs in achieving the intended goals and recommend areas for future enhancements. Institutions should also include qualitative insights, such as case studies or testimonials, to demonstrate the real-world impact of the training. These detailed reports serve as a critical accountability measure, enabling the bank to assess the value delivered by the institutions and make informed decisions for ongoing and future training initiatives.

Major activities to be undertaken by the empanelled institutes are as under:

- To bring in fresh perspective and ideas in training curriculum through their expertise from diverse background and experience.
- To promote a culture of continuous learning for the development of the Individual and the Bank. Ensure that Bank is able to build multi-disciplinary teams that are highly motivated to achieve the Business objectives.
- To meet the increasing and varied learning needs of the employees amidst continuously changing business environment by organizing required training program through different channels viz. physical training, virtual training, workshops, conferences, seminars, webinars, etc.

Broadly, tasks and deliverables shall entail:

- To develop training programs across different functional and behavioral competencies including Design, preparation of curriculum and training programs and delivery/implementation support.
- Conduct trainings for Bank officers across different behavioral and functional competencies as required
- To co-create Flagship programs in conjunction with the Advanced Learning institutes pertaining to their domain of specialization as per below table:

S. No.	Advanced Learning Institute (ALI)	Main Focus Areas
1	Credit & Asset Quality	<ul style="list-style-type: none"> ✓ Retail ✓ Agriculture ✓ MSME & Corporate Credit



		<ul style="list-style-type: none"> ✓ Credit Review & Monitoring ✓ SASTRA & LAW
2	Strategy & Analytics	<ul style="list-style-type: none"> ✓ Strategic Management & Business Process Reengineering ✓ Finance ✓ Analytics
3	Treasury & Forex	<ul style="list-style-type: none"> ✓ Treasury Operations ✓ Forex Operations
4	IT & Cybersecurity	<ul style="list-style-type: none"> ✓ Software Development, Customization and CBS ✓ IT Operation, Network and Support ✓ Procurement, Infrastructure and DR/DC
5	Fintech, Digital Banking & e-Commerce	<ul style="list-style-type: none"> ✓ Digital Journeys ✓ Digital Products and Platforms ✓ Digital Partnerships and Procurement 4 Cash Management Services, Policy and Admin
6	HR & Admin	<ul style="list-style-type: none"> ✓ Operation, Administration and Innovation ✓ Disciplinary Action ✓ Provident Fund and Pension ✓ General Service administration, Security, Printing & Stationery and Board & Coordination ✓ Official Language (RAJBHASHA) ✓ Learning and Development
7	Operations	<ul style="list-style-type: none"> ✓ General Operations and KYC ✓ Financial Inclusion ✓ Government Business ✓ Customer Service and ADC-Recon
8	Sales & Marketing	<ul style="list-style-type: none"> ✓ Product Marketing ✓ Third Party Products, MAB and Wealth Management ✓ Corporate Communication



9	Risk, Audit & Compliance	✓ Risk ✓ Inspection ✓ Transaction monitoring, Vigilance and Compliance
10	Leadership	✓ Leadership Development Programs ✓ Strategic Thinking ✓ Innovation

- Conduct training for Bank's faculties through faculty development programs, driving research, case study creation, white paper preparation etc.
- Co-creation of training programs, media articles, etc.
- Creation of training material, workbooks, presentations, and reference guides tailored to the bank's unique needs
- Co-authoring of case studies, whitepapers, articles, research papers in internal and external publications
- Providing guidance and mentorship to faculty members for writing books on important topics to be used as learning resources.
- Providing insights on methodologies of training and new learning methods to foster increased participation and engagement during training programs
- Design of role bases customized certification courses on key banking topics
- Engaging of external subject matter experts as per need, to provide domain specific inputs for training, research and papers.

Payment Schedule:

The Full payment will be made after successful completion of each training programme and receiving of undisputed invoice from vendor. The payment shall be made within 30 days.



Annexure 7: Bank Guarantee Format

BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

(To be submitted by the L-1 bidder in Limited tender after being empanelled as the Academic Institute)

Performance Bank Guarantee

Punjab National Bank
CPPD,
Head Office,
5, Sansad Marg, Delhi- 110001

In Consideration of Punjab National Bank, CPPD, Head Office, 5, Sansad Marg, Delhi- 110001 (hereinafter called 'the beneficiary') having rate contract dated XXXXXXXX on M/s XXXXXXXXXXXXXXXXXXXX., having its registered office at XXXXXXXXXXXXXXXXXXXX (hereinafter called "the Supplier/service provider") as "**Premier Academic Institute**" to Punjab National Bank against the purchase orders to be placed under the aforesaid rate contract to the supplier/service provider. We, _____ having our Head office at _____ and carrying on business amongst other places at _____ (hereinafter called the Bank), do hereby irrevocably and unconditionally guarantee the due performance of the contract by the supplier/service provider as "**Premier Academic Institutes**". If the said supplier/service provider/ fails to maintain the system or any part thereof as per the contract and on or before the scheduled dates mentioned therein, we -----, do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of supplier/service provider or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said supplier/service provider of any of the terms and conditions of the said contract, SLA, NDA or by reason of supplier/service provider's failure to perform the said contract, in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. XXXXXX-(Rs. XXXXXXXXXXXX only), valid for XXXXXXXX months. You are entitled to invoke this guarantee full or in parts subject to the maximum limit of Rs. XXXXXX/-(Rs. XXXXXX only), within the validity period of this guarantee including claim period.

We -----, further agree that this guarantee shall continue to be valid till XXXXXXXX or you certify that the supplier/service provider has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee or until XXXXXXXX, whichever is earlier. Unless a claim or demand is made on us in



writing under this guarantee on or before XXXXXXXX, we shall be discharged from all our obligations under this guarantee. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the supplier/service provider shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly.

Failure on part of the supplier/service provider in this respect shall be treated as a breach committed by the supplier/service provider and accordingly the amount under this guarantee shall at once become payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity period. That, if the bank guarantee is not renewed for any reason whatsoever, on or before the expiry of this guarantee, entire amount guarantee shall become forth with due and payable to the beneficiary and the bank shall pay the amount to the beneficiary without any demur on a written demand.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the supplier/service provider and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the matters aforesaid or by reason of any time being given to the supplier/service provider or any other forbearance act or omission on your part or any indulgence by you to the supplier/service provider or by any variation or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability here under.

We further agree that this Guarantee shall not be in any manner whatsoever affected by reason of change in constitution of the supplier/service provider or including but not limited to any Insolvency or Liquidation of the supplier/service provider nor will this Guarantee be in any manner whatsoever be affected by any merger, amalgamation or absorption of the beneficiary, the same shall be valid and effective for the beneficiary constituted by merger, amalgamation, absorption etc.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the supplier/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 the above or any other provision of this guarantee.

The words the supplier/service provider i.e. M/s XXXXXXXX, the beneficiary i.e. Punjab National Bank, and ourselves i.e. -----, unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be effected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of any of the party undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing.



Our liability under this Guarantee is absolute, unconditional, irrevocable and unequivocal and this Guarantee is distinct and independent of any contracts between the supplier/service providers and / or any contracts between Beneficiary and supplier/service provider. We further agree that the Bank's liability under this Guarantee and the beneficiary's right to recover the amount of this Guarantee from the Bank shall not be in any manner whatsoever be affected or prejudiced by reason of any dispute/s between the supplier/service provider and the beneficiary irrespective of whether any proceedings in respect of any such dispute/s has been instituted before any Court, Authority or Forum by whatever name of designation called anywhere in India.

Notwithstanding anything contained hereinabove:

1. Our liability under this bank guarantee shall not exceed Rs. _____ (Rs. _____ only).
2. This bank guarantee shall be valid up to _____ (being the date of expiry of the Guarantee) (validity period)
3. Further, a claim period of days after validity period (claim period) is available to you to make a demand under the Bank Guarantee, in respect of a cause of action which has arisen during the validity period only;
4. We are liable to pay up to the guarantee amount if and only if, we receive from you a written claim or demand within the validity period of the guarantee as above or within claim period, if any.

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 _____ 2025.



Annexure 8: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

(NDA is to be submitted by the Successful bidders i.e. Empanelled Institutes)

This Confidentiality–cum–Nondisclosure Agreement (herein after referred to as ‘Agreement’) is entered into at _____ on this _____ day of _____ 2025, between _____, a company registered under meaning of Companies Act, 1956/2013, having its Registered Office at # XX, XXXXXXXXX XXXXXXXXXXXX, (herein after called ‘Service Provider’);

and

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at Plot No 4, Sector-10, Dwarka, New Delhi– 110075 and inter-alia, its office- Punjab National Bank, CPPD, Head Office, 5, Sansad Marg, Delhi- 110001 (herein after referred to as ‘PNB’).

The Service Provider and PNB would be having discussions and negotiations in the course of establishment and continuance of a business relationship between them under the terms and conditions of XXXXXXXXX Agreement dated XXXXXXXXXXXX. In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the ‘Disclosing Party’ and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the ‘Recipient’, and will include its affiliates and subsidiaries.

Now this Agreement witnesseth as follows

1. Proprietary Information: As used in this Agreement, the term ‘Proprietary Information’ shall mean all confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.



The Proprietary Information” shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties’ actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

2. Confidential Information:

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. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

Confidential information shall also include, without limitation, software programs, technical data, methodologies, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

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.

3. Confidentiality:

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

3. Non-Disclosure of Proprietary and Confidential Information:

For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limit on Obligations:

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary **and Confidential** Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.



- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

5. Return of Documents:

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary **and Confidential** Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary **and Confidential** Information of the other party.

6. Communications:

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) Punjab National Bank, Attn: _____ Attn: _____

1.....

2.....

M/s _____ Attn: _____

1.....

2. _____

7. Term:

The Agreement is valid from _____ to _____. Either party may terminate the Agreement by giving prior written notice of 30 days to other party. The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive event after termination of the agreement dated _____. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non- Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.



8. Damages:

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire direct loss and damages on account of such disclosure.
- (c) Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.
- (e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

9. Arbitration & Governing Law:

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFE Documents/PO/SLA or breach thereof shall be settled amicably. If, however, the Parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed mutually by the parties and the award made in pursuance thereof shall be binding on the Parties. If the Bank and vendor fails to appoint sole arbitrator mutually, then the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act-1996. Any matter relating to or incidental to arbitration will be subject to the exclusive jurisdiction of courts at Delhi only.

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



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

The venue of the arbitration shall be Delhi only, and the language of the arbitration will be English.

10) 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.

11) 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.

12) 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.

13) No Assignment

This Agreement shall not be assigned by either party, 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.

14) 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.

15) 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 nonenforcement 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.

16) 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 Delhi.

17) Indemnity

Service Provider shall indemnify the PNB from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

18) Modification

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

19) 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, expenses 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.

20) 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.

21) Miscellaneous

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.



- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.
- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their respective signatures by their duly authorized representatives as of the date and day first mentioned above

For _____

(Supplier/service provider/Vendor)

Authorized Signatory

Shri _____

Designation_____

For Punjab National Bank

Authorized Signatory

Shri _____

Designation_____

Witnesses:

Signature

1-Name

Address

Signature

2- Name

Address



Annexure 9: Pre-Bid Query Format

PRE -BID QUERY FORMAT **(To be provide strictly in Excel format)**

<u>Vendor Name</u>	<u>Sl. No</u>	<u>RFE Page No</u>	<u>RFE clause</u>	<u>Existing Clause</u>	<u>Query/Suggestions</u>



Annexure 10: Certificate of Local Content

CERTIFICATE OF LOCAL CONTENT
Format for Self-Certification of Local Content

Date:.....

To

.....

Dear Sir,

Ref: RFE No.:.....Dated.....

This is to certify that proposed _____ < details of services > is having the local content of _____ % as defined in the above mentioned RFE.

1. The details of location(s) at which the local value addition is made are as under:

SI No	Product/Service details	Name of Place
1		
2		

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

Signature of authorised official

Name:

Company seal:

**Annexure 11: Compliance Statement****Compliance Statement****DECLARATION**

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder



RFE for Empanelment of Premier Academic Institutes

Annexure 12: Undertaking for Labour and Industrial Law Compliance

(On company letterhead of bidder)

To
The Assistant General Manager
Centralised Procurement and Partnership Division
4th Floor, PNB office,
5, Sansad Marg
New Delhi-110001

Sir

Reg.: RFE for Empanelment of Premier Academic Institutes

We, M/s _____ undertake that we are solely liable and responsible for compliance of applicable Labour and Industrial Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFE process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:



Annexure 13 – Turnover Certificate

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

Reg.: RFE for Empanelment of Premier Academic Institutes This is to certify that M/s _____, a company incorporated under the Companies Act, 1956 with its headquarters at _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY20__-__, FY20__-__ and FY20__-__ (to be submitted for years as per Eligibility Criteria (ANNEXURE-2))

Financial Year (for Three Consecutive FY)	Annual Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2021-22			
2022-23			
2023-24			
Average (3 years)			

Date: _____

Place: _____

Note: Only Bidder Company's / Firm's figures need to be mentioned from its operations in India. (Not to include subsidiary, consortium, affiliate or group entities figures)

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UDIN No:



Annexure 14: List of members of the Academic Institute

List of Members of the Academic Institute

Sr. No.	Name	Designation	Role
1			
2			
3			

Curriculum Vitae (CV) of Key Personnel (assigned for the project)

Marks will be awarded where complete details are provided. It is mandatory that Bidder to provide details of project handled, brief of the assignment, period for each of the resource proposed relevant to scope of the tender. Each resource deployed shall provide self-certificate indicating relevant experience of tender scope.

Format

- 1) Proposed Position:
- 2) Resource Name:
- 3) Nationality:
- 4) Date of Birth
- 5) Educational Qualifications: [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
- 6) Certifications and Trainings attended:
- 7) No. of years of experience
- 8) Total No. of years with the firm
- 9) No. of years of experience in field (as required for the Profile - mandatory):

SI No.	Project Name	Year & Period spent on Project	Brief of the Project	Project Relevance to scope of work of this RFE (section details)	Project Customer Name, Contact Details & Address

- 10) Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 11) Membership of Professional Associations:
- 12) Employment Record [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:



- a. From (Year): To (Year):
 b. Institutions who have availed services:
 13) Positions held:

Detailed Assigned	Tasks	Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each) (Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under scope of work)
		Name of assignment or project: Year: Location: Client: Main project features: Positions held: Value of Project (approximate value or range value):
		Activities Performed:

- 14) Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date:

(Signature of staff member or authorized representative of the staff)

Full name of Authorized Representative:



Annexure 15- Integrity Pact

(INTEGRITY PACT)

(Integrity pact is to be submitted by the Successful bidders i.e. Empanelled Institutes)

Date:

To,
The Chief Manager- CPPD,
Punjab National Bank,
4th Floor,5, Sansad Marg, New Delhi-110001

Dear Sir,

Sub: Submission of Tender for Empanelment of Premier Academic Institutes

I/We acknowledge that PNB is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PNB.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Part I of Annexure of the enclosed Integrity Agreement.

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

Yours faithfully,

(Duly authorized signatory of the Bidder)



INTEGRITY PACT

(On Stamp paper of appropriate value)

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

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

Preamble

The Bank intends to award, under laid down organizational procedures, contract/s for **Request for Empanelment of Premier Academic Institutes**. The Bank values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s). In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Bank

1. The Bank commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
2. No employee of the Bank, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
3. The bank will, during the tender process, treat all Bidder(s) with equity and reason. The bank will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
4. The bank will exclude from the process all known prejudiced person.
5. If the bank obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the bank will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

1. The Bidder(s)/vendor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/vendor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/vendor(s) will not, directly or through any other person or firm, offer promise or give to any of the bank's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in



- order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/vendor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ vendor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/vendor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the bank as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/vendor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/vendor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/vendor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/vendor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/vendor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
2. The Bidder(s)/vendor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s)/vendor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Bank is entitled to disqualify the Bidder(s)/vendor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4- Compensation for Damages

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



Section 5- Previous transgression

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

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

1. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provisions of Integrity Pact by the Sub-Contractor(s)
2. The Bank will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Bank will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

1. The Bank appoints competent and credible Independent External Monitor (IEM) mentioned below for this Pact after approval by Central Vigilance Commission.

S. No.	Name	E-Mail
1	Sh. Madhusudan Prasad (IAS-Retd.)	mprasad23@gmail.com
2	Sh. Rishi Kumar Shukla (IPS-Retd.)	rishi-2000@in.yahoo.com

The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under the agreement. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials. **Bank reserves its right to appoint any other person as Independent External Monitor in terms of the applicable government notification or guidelines.**

2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to



- be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/vendor as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
3. The Bidder(s)/vendor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Bank including that provided by the Bidder(s)/ Vendor(s). The Bidder(s)/Vendor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
 4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/vendor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
 5. The Bank will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Bank and bidder/vendor. The parties offer to the Monitor the option to participate in such meetings.
 6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Bank and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 7. The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Bank and, should the occasion arise, submit proposals for correcting problematic situations.
 8. If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
 9. The word 'Monitor' would include both singular and plural.

Section 09- Pact Duration

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

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



Section 10- Other provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".

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

(For & On behalf of the Bank)

(For & On behalf of Bidder/vendor/Contractor)

(Office Seal)

(Office Seal)

Place.....

Place.....

Date.....

Date.....

Witness 1: Sign, Name and Address

Witness 2: Sign, Name and Address

**Annexure 16**
Certificate regarding Procurement from a Bidder which shares land border with India for Empanelment of Premier Academic Institutes

(To be submitted on Bidder's Letterhead)

We M/s _____, having its registered office at _____ have directly participated in the captioned tender hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto 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. We certify that we are 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.

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR

We are from such a country and are 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.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Seal of Company:



Dos and Don'ts for Bidders

Sr.no	Dos	Don'ts
1	All pages are to be serially numbered, signed and stamped by the bidder.	Do not paste the image of the signature on the documents.
2	Integrity Pact is to be duly stamped and signed by the bidder. The scanned copy is to be uploaded on e-tendering portal and original copy is to be submitted to the Bank.	Don't overwrite or erase or make any ambiguous stipulations.
3	All third-party documents are to be thoroughly stamped signed by the OEM authorised signatories (where applicable) and countersigned by the bidder's authorised official.	Don't change the format/wording of the RFE.
4	Only technical and eligibility related documents is to be submitted in technical bid.	Don't submit the financial /commercial rates with the technical bid documents.
5	The tender should be put in an envelope which should be sealed. The envelope should bear the super scribed number and date of opening of the tender. (If applicable)	Don't deliver the tenders after the due date and time of opening under any circumstances
6	Literature or any other technical documents which are required to be submitted along with the tender, or which are necessary for its proper evaluation must be submitted along with the tender	Don't miss to submit signed, stamped Annexures and Schedule of the tender form at the appropriate place on the e-procurement Portal/Office.
7	Over-writing's, Erasures, cuttings etc. must be scrupulously avoided and invariably attested	Don't make any changes to the contents of the documents while uploading, except for filling in the required information. Otherwise, the RFE shall be rejected as non-responsive.
8	All pages of the tender form, forwarding letter, and other enclosures must be signed and stamped. The name and designation of the signatory must be legibly indicated.	



Checklist for request for empanelment of Premier Academic Institute

S No.	Document	Submitted (Yes/No)	Page No.
1	All required documents as per Eligibility Criteria		
2	Annexure 1 – Bid Cover Letter		
3	All required documents as per Bidders Eligibility Criteria(Annexure 2)		
4	Annexure-4 Details of resources and Qualified employees		
5	Annexure 5- Bidder's details		
6	Annexure 10- Certificate of Local content		
7	Annexure 11 - Compliance Statement		
8	Annexure 12 - Undertaking for Labour and Industrial Law Compliance		
9	Annexure 14 - List of members of the Academic Institute		
10	Annexure 15 Integrity Pact (on stamp paper & signed)		
11	Annexure 16 Certificate regarding Procurement from a Bidder which shares land border with India for Empanelment of Premier Academic Institutes		
12	Signed RFE document		