



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4983548
Dated/दिनांक : 28-05-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-06-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-06-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Banking Sector
Organisation Name/संगठन का नाम	Punjab National Bank
Office Name/कार्यालय का नाम	Finance Division Dwarka Ho
Item Category/मद केटेगरी	Financial Advisory Services - Onsite; Tax Advisory
Contract Period/अनुबंध अवधि	3 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	500 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण

ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	348000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	48

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Assistant General Manager (Taxation)
Punjab National Bank, Finance Division, Sector-10, Plot No-4, Dwarka, New Delhi-110075
(Assistant General Manager - Taxation)

Splitting/विभाजन

Bid splitting not applied./बोली विभाजन लागू नहीं किया गया

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Number of years of experience as on date of which at least XX years should be in providing similar advisory services to Government departments, PSUs, PSBs, Municipalities and centrally funded institutions.: As per Buyer Specific Additional Terms and Conditions

Number of XX qualified professionals in full time employment at senior level with experience in handling similar or relevant projects.: As per Buyer Specific Additional Terms and Conditions

Scope of work to be uploaded by buyer:[1716900068.pdf](https://www.punjabnationalbank.com/1716900068.pdf)

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
As per Annexure V (Technical Bid Evaluation Criteria) of Buyer Specific Additional Terms and Conditions	100	70	View File

Total Minimum Qualifying Marks for Technical Score: 70

QCBS Weightage(Technical:Financial):70:30

Presentation Venue:Punjab National Bank,
Head Office,

Finance Division,
Ground Floor,
Plot No 4,
Sector -10, Dwarka, New Delhi 110075

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
04-06-2024 14:00:00	Punjab National Bank, Head Office, Finance Division, Ground Floor, Plot No 4, Sector -10, Dwarka, New Delhi 110075

Financial Advisory Services - Onsite; Tax Advisory (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Deployment Location	Onsite
Category of financial advisory service	Tax Advisory
Sub-category of Financial Advisory Services	Filing GST , Tax Litigation Strategy , Support for Tax Assessment , GST Consultant As per Buyer Specific Additional Terms and Conditions
Financial Advisory Reports	Yes
Frequency of Progress Report	As per Buyer Specific Additional Terms and Conditions
Type of Professional/Resources required	Tax expert , GST expert , As per Buyer Specific Additional Terms and Conditions
Qualification of Professional/Resources required	CA , As per Buyer Specific Additional Terms and Conditions
Certification of Professional/Resources required	As per Buyer Specific Additional Terms and Conditions
Total Experience of Professionals / Resources (In years)	As per Buyer Specific Additional Terms and Conditions
Addon(s)/एडऑन	
Post Financial Advisory Support	NA

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
50%	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	To be set as 1	Additional Requirement/अतिरिक्त आवश्यकता
1	Sajal Agarwal	110075,PUNJAB NATIONAL BANK, HEAD OFFICE, FINANCE DIVISION, SECTOR 10, DWARKA, NEW DELHI	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.

11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---



BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS

PUNJAB NATIONAL BANK

Request for Proposal (RFP) for Selection of GST Consultant

RFP Reference No. Finance/GST/RFP/2024-25/01

/2024

**Punjab National Bank
Finance Division
Plot No. 4, Sector 10, Dwarka,
New Delhi -110075**

The information provided by the bidders in response to this Request for Proposal (RFP) will become the property of Punjab National Bank and will not be returned. The Bank reserves the right to amend, cancel, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding upon them. The Bank also reserves its right to accept or reject any or all responses to this RFP without assigning any reason whatsoever.

This document is prepared by Punjab National Bank for inviting bids for Selection of GST Consultant. It should not be reused or copied or used either partially or fully in any form. This RFP may be downloaded by the bidders free of cost from the GEM Portal (www.gem.gov.in). All the documents and process related information are also published on the PNB Website.

Disclaimer

The RFP is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement. The purpose of this RFP is to provide information to the potential Bidders, who qualify to submit the response to this RFP, and to assist them in responding to this RFP. Although this RFP 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 additional SLA conditions and Buyer added Bid specific additional term & conditions (ATC) shall take precedence over the standard SLA and Bid conditions for the category as per the Preamble for Special Terms and Conditions for "Financial Advisory Service".

The Bank reserves the right to provide such additional information at its sole discretion. In order to respond to the RFP, if required, and with the prior permission of the Bank, 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 reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP 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) and at GeM Portal and will be binding on all Bidders. 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. The Bank in its absolute discretion may annul the RFP without assigning any reason whatsoever. The decision of the Bank shall be final, conclusive and binding on all parties.

Confidentiality

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

Contents

1	Introduction.....	8
2	Proposal	8
3	Eligibility Criteria	8
4	Scope of Work	8
5	General Provisions and conditions	16
6	Instruction to Bidders	20
6.1	Power Of Attorney/ Authorization Letter.....	20
6.2	Cost of Bidding.....	20
6.3	Bidding Document.....	20
6.4	Language of Bids	20
6.5	Authentication of Erasures/ Overwriting Etc.....	20
6.6	Amendment of Bidding Documents.....	20
6.7	Validity of Bid Document	20
6.8	Late Bid.....	20
6.9	Bid Currency	20
6.10	Earnest Money Deposit.....	21
6.11	Bidding Process (Two Stages).....	21
6.11.1	Technical bid	21
6.11.2	Commercial bid	22
6.12	Submission of Bid	22
6.13	Deadline for Submission of Bid.....	22
6.14	Modification and/or Withdrawal of Bids	22
6.15	Contacting the Bank.....	24
6.16	Terms and Conditions of the Bidders	24
6.17	Local Conditions	24
6.18	Banks Right to Accept or Reject Any Bid or All Bids	24
6.19	Bid Opening and Evaluation	24
6.20	Clarifications of Bid	24
6.21	Preliminary Examination	25
6.22	Revelation of Prices	25
6.23	Evaluation and Award Criteria.....	25
6.24	Governing Law and Disputes	27
6.25	Use of Contract Documents and Information	28
6.26	Confidentiality	28
6.27	Assignment	28
6.28	Force Majeure.....	29

6.29	Non-Disclosure	29
6.30	Signing of Contract	29
6.31	Duration of Contract.....	29
6.32	Performance Bank Guarantee	30
6.33	Acceptance of Order	30
6.34	Payment Terms.....	30
6.35	Taxes	30
6.36	Penalty Clause.....	30
6.37	Cancellation of Purchase/ Service Order/ Contract.....	31
6.38	Signing of Pre Contract Integrity Pact	31
6.39	Indemnity	31
6.40	IP Infringement indemnity	32
6.41	Termination of Contract	32
6.42	Principal to Principal Liability	33
6.43	Limitation of Liability.....	33
6.44	Survival	34
6.45	Non Exclusive Clause	34
6.46	Use of Name/Logo Of The Bank	34
Annexure-I	Letter of Consent	35
Annexure II	Minimum Eligibility Criteria.....	36
Annexure III	Format for RFP queries.....	39
Annexure IV	Performance Bank Guarantee Format	40
Annexure V	Technical Bid Evaluation Criteria.....	44
Annexure VI	Proforma for Integrity Pact.....	46
Annexure VII	Confidentiality cum Non Disclosure Agreement	53
Annexure VIII	Undertaking from Bidder.....	61
Annexure IX-	Bidders Information	62
Annexure X-	Compliance Statement	65
Annexure XI-	Litigation Certificate.....	66
Annexure XII-	Undertaking for Non-Blacklisted/Banned etc.....	67
Annexure XIII	Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India	68
Annexure XIV-	Checklist for documents.....	70
Annexure XV	Format for Commercial Offer.....	72
Annexure XVI	Format for details of Partners & C.A/DISA/CISA Employee on Firm's payroll	73
Annexure XVII	Bank Guarantee Format for Earnest Money Deposit.....	74
Annexure XVIII	Certification of Local Content.....	76

General Details

Tender Reference	RFP Reference No. FINANCE/ /GST/RFP/2024-25/01
Name of Division	Finance Division
Purpose	Selection of GST Consultant
RFP Coordinator	Sh Sajal Agarwal, Chief Manager
Contact Details	Contact No.: +91 95579 83999 Email Id– fintax3@pnb.co.in Address: Punjab National Bank, Head Office, Finance Division, Plot No. 4, Sector-10, Dwarka, New Delhi – 110075
Date of Issue of RFP	As per Bid schedule indicated in Bid Document (GeM).
Last date & Time of Pre-Bid queries, if any	
Pre-Bid Meeting Date / Time / Venue	
Last date and time for online bid submission	
Bid Opening Date/ Time	
Date and time of Presentation by the bidders	Will be communicated separately (Presentation may be made online or offline as per Bank's discretion)
Place for submission of Bids	GeM Portal only
Submission of Technical Bid (Online Mode)	The procedure for submission of Technical bid through GeM Portal has been explained in the document.
Cost of RFP / Tender Fee/ Cost (Non- Refundable Application Fee)	Nil, Since procurement is through GeM.
Earnest MoneyDeposit	Rs. 3,48,000/- (for details refer point 6.10) Firms registered under MSEs as well as firms recognized as Start Up by Department of Industrial Policy & Promotion (DIPP) would be exempted from payment of EMD. Documentary evidence for the said exemption/ recognition to be submitted along with the Bid.

Note:

1. The bidders will have to submit the technical bid and commercial Bid at GeM portal. Both Technical and Commercial Bids will be opened online at GeM.
2. Bidders should submit technical bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
3. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for any technical issues including telephone line glitch, internet response issues, hardware hangs etc.
4. If Bidders have any generic queries, they may call us at Helpdesk Tel No. +91 9557983999 from 10:00 HRS to 17.00 HRS (except on Bank holidays). Please note, for any pre-bid query refer point no 6.12.1 (Pre-Bid Queries) of this document.

Abbreviations & Definitions

Assignment	“Assignment” means the work to be performed by the Applicant pursuant to the Contract.
Bidder	Bidder means an interested and eligible party submitting its proposal in response to this RFP
Bank	“The Bank”, “PNB” mean Punjab National Bank constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970.
Bid/Proposal	An Offer made to the Bank in response to the RFP document. Bid may be interchangeably referred to as Proposal.
Selected Bidder	Selected Bidder means the successful Bidder who gets finally selected/appointed based on the criteria set out on the RFP.
Professional	Professional means full time employee that is professionally qualified having minimum qualification of CA and are on the payroll of the Bidder.
RFP or RFP document or Tender	Request for Proposal issued by the Bank for GST consultant
eOBC	Erstwhile Oriental Bank of Commerce
eUNI	Erstwhile United Bank of India

1 Introduction

Punjab National Bank (“The Bank”/ “PNB”) a Public Sector Bank, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, commenced its operations on April 12, 1895 to undertake Banking activities. Throughout the journey of more than 125 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has more than 10,000 branches and 13500 ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has 22 Zonal Offices and 139 Circle offices controlling these branches/ ATMs besides specialized service branches, DC/DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including 9 RRBs (Regional Rural Banks).

For further details, Bidder may visit Bank’s website www.pnbindia.in

2 Proposal

The Bank is required to comply with GST and Service Tax Rules and regulations. The Bank Invites Request for Proposal (RFP) from consultants of repute and proven track record to comply with GST and Service Tax Rules and regulations on day to day basis. The period of appointment will be for three years from the date indicated in SLA as start date subject to annual review of performance by Chief Financial Officer. Further, the appointment is extendable for 2 years on mutual terms and conditions. However, the Bank reserves the right for reducing the period of appointment or terminating the contract after giving the due notice of 30 days.

3 Eligibility Criteria

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

4 Scope of Work

The below mentioned work shall be required to be done by the successful bidder for Punjab National Bank (PNB) including its amalgamated entities i.e. erstwhile Oriental Bank of Commerce (e-OBC) and erstwhile United Bank of India (e-UNI) or any other amalgamated Bank (including their existing issues on the date of appointment). The service Tax was subsumed into GST w.e.f. 01.07.2017 and few cases of service tax are still pending at different level of tax authorities. The scope of the work comprises of **End-to-End** solution covering all GST related work besides all work in Service Tax related matters both existing & future. Illustrative activities / functions that the selected consultant is expected to perform are given as under –

A. Basic Responsibilities:

- i. Comply with registration requirements under GST Law & Guidelines and assist in obtaining/ surrendering registration, wherever required.
- ii. Calculation, review and on-site validation of monthly liabilities viz GST, GST-TDS, State levied special Cess and Input Tax Credit claim of the Bank, including any new Cess or liability imposed by change in law;
- iii. Advising the records / reports to be maintained by the Bank for GST compliance and assist in preparation and maintenance of all books of accounts as required under GST laws for GST compliance and providing their reconciliation with returns on monthly as well as

- consolidated for the full year basis.
- iv. Providing GST compliance summary for review before return filing with necessary validations/ reconciliation.
 - v. Maintaining and providing GSTN wise transactional level and summary level purchase register reconciling with filed GST returns.
 - vi. Preparation, review and on site validation of all GST returns of all GST registrations in different states/UTs with proper audit trails
 - vii. Providing monthly summary for ITC to be availed in relevant GST return along with transactions and GSTR2A/2B reconciliation with Books through software and cash payment to be made.
 - viii. Downloading the past years GST returns filed, past years GSTR 2A/2B or any return/ statement related to GST including their consolidation.
 - ix. Providing reconciliation between transactions on which GST has been paid under Reverse Charge filed in GST returns with transactions reported in GSTIN wise P&L Accounts in Bank`s books.
 - x. Providing monthly and annual reconciliation after every return of following:
 - a) Outward liability as per GST return with GL balance of Bank`s books
 - b) ITC & RCM GL balance of Bank`s books with Purchase Register as per GST return
 - c) GST Paid and GST Payable/ Collected GLs
 - d) GSTR 1 & 3B
 - e) GSTR 1, 3B & 9
 - f) GSTR 3B & 2A or any other reconciliation as desired from time to time.
 - g) Purchase register/ Input Tax credit register.
 - xi. Providing validation and correction of GSTIN of customers & vendors fed in the system including the existing GSTIN(s).
 - xii. Providing HSN codes mapped with GST rates including their validation and correction and their regular updation including the existing HSN(s) which are already fed in the system.
 - xiii. Review of Bank`s all Divisions/ Verticals/ Activities/ Transactions (Financial/ Non-Financial), GLs, BACIDs and accounting procedure for ensuring GST compliance immediately on starting of assignment and then on Quarterly Basis and submit report. Further, report for the same is required to be submitted within three months from the commencement of the work under this RFP and thereafter on quarterly basis.
 - xiv. Preparation of GSTIN wise P&L Accounts and Balance sheets.
 - xv. Identifying category of all GLs into taxable, non-taxable or GLs in which tax is to be remitted on RCM basis.

- xvi. Providing master database like rate code master, HSN master etc. which will be updated, by the bidder at no additional cost during entire contract period. Extensive HSN / SAC mapping for both outward and inward supply is to be provided from the bidder.
- xvii. Preparation of all reconciliation statements and any other statements/ report after every return and conducting self-audit including resolving all discrepancies in timely manner.
- xviii. Preparation of monthly accounting entries including suggestion for changes in system for automation of entry process.
- xix. Reconciliation of Bank's GST ledgers with balances in Cash and Credit ledger of GST portal and advising on automation of reconciliation process after every return.
- xx. Preparation, review and validation of any new return which may be prescribed in future;
- xxi. Advising on determination of Point of Taxation, Place of Provision of Service or any other Rules with respect to Service Tax and GST;
- xxii. Advising the Bank to ensure compliance in various matters including but not limited to Reverse Charge, Input Service Distribution, Expenses & Income Distribution, self-invoicing, intra-bank transactions, matching of input tax credits, etc.;
- xxiii. Any additional work due to introduction/ amendment in GST Law / Guidelines from time to time or due to any requirement of information/data by the GST Department.
- xxiv. To work in tandem with Information Technology (IT) related Division Bank, inter-alia, to
 - a. Examine the GST functionalities available in existing / future software platforms / applications of the Bank and to provide guidance / assistance to Information Technology team of the Bank for necessary developments / changes in these platforms for proper compliance of GST provisions and assist in automation of entire process of GST collection, discharge and compliance.
 - b. Review the platform developed for centralised collation of data from all the existing / future applications / softwares, engaged in preparation of GST returns which are filed from central location for all the registrations.
 - c. Put in place necessary checks to ensure integrity and completeness of data being received at the centralised platform.
 - d. To continuously review, advise amendments / developments in the software platforms / applications, tax determination platform or any other software being used by the Bank for ensuring compliance with GST and Input Tax Credit provisions.
 - e. To assist in preparation of URS & to validate UAT of the developed IT systems and to work in coordination with Bank's IT team for carrying out functional testing (as and when required) of the software.
 - f. To advise amendments / developments in the software platforms / applications, tax determination platform or any other software being

used by the Bank for ensuring compliance with changes in GST and Input Tax Credit/ RCM/GST-TDS.

- xxv. Depute three qualified Chartered Accountant (CA) official and two other officials, who are well versed with GST & Service Tax matters, to be physically present in GST section, Finance Division, Head Office on all working days of the Bank and as required. The CA must have experience of at least 3 years in Service Tax and GST Matters and the two other officials must be at least MBA-Finance or LLB or Intermediate level in CA/CS/ICWA, having experience in GST and must be proficient in excel. These officials will have to follow the working hours / working days of the Bank and will have to make their own travelling arrangements. A separate register for attendance & timing will be maintained at GST section, Finance Division Head Office for such officials. The above mentioned strength of staff is minimum and the successful bidder has to provide additional adequate staff, in case of urgency/ requirement of any work without any additional cost. The successful bidder has to ensure that in case of leave/ absence of the requisite staff at the Bank, the suitable alternate arrangement be made available to the Bank so that the work of the Bank is completed smoothly within the stipulated timelines.
- xxvi. Review and suggest overall improvement in regulatory compliance including Information Technology system changes;
- xxvii. Review meeting with Partner or equivalent level at least on bi-monthly basis and review meeting with Director or equivalent level at least on weekly basis for discussions and improving the efficiency of work and compliance of Bank under GST laws.
- xxviii. To assist the Bank in responding the queries related to GST/Service Tax matters of statutory/concurrent auditors/ internal management of the Bank/ IBA/ regulator.
- xxix. To assist the Bank in related to all GST compliances in case of organisational change, merger/amalgamation/takeover/ de-merger etc, if any.
- xxx. Advising on various GST returns to be fed along with structure/fields and ensuring that the required returns are properly extracted from system and also duly reconciled with Bank's financial statements periodically.
- xxxi. Providing various report such as :-
1. Income reports on different parameters such as Circle office-wise, statewise, GL-wise, GSTN wise etc.
 2. Total payments made to registered vendors with further bifurcation into eligible ITC and ineligible ITC (blocked credits).
 3. Total payments made to unregistered vendors with further bifurcation into RCM liability and other than RCM liability.
 4. RCM liability should be further segregated into eligible and ineligible ITC.
 5. Monthly and annual Input Tax Credit Register matching with all relevant returns, presently GSTR 3B, GSTR 9/9C.

6. Separate report for TDS under GST liability.
 7. Availability of software/ dashboard/ utility for litigation management for all types of Notices/ Audit/ Inquiry/ Orders/ Appeals of GST and Service tax, GST Returns etc.
 8. Various other MIS reports as and when required should be made available.
 9. Providing data related to GST as per the format under Tax Audit as per Income Tax Act, 1961
- xxxii. Creation of training material, presentation for the use of Bank's staff as and when required.
- xxxiii. Assisting the Bank in obtaining any Advance Ruling(s) from any authority.
- xxxiv. Ensure correct ascertainment and payment of tax liabilities.

B. Advisory services: Under Service Tax and GST Laws

- i. Providing advisory/ opinion on any matter related to Service tax & GST compliance.
- ii. Notify the Bank about any change/ updation/ amendments in the GST Act and Rules prescribed through Circulars / Notification or any other guidelines issued by Govt of India or its agencies and also advise their implications on the Bank including guidance on implementation including IT System and its accounting on regular basis and on suo-moto basis.
- iii. Advising budget implications on the Bank including changes in Information Technology (IT) software, liability calculation and Input tax credit claims.
- iv. Study all system of calculation of various liabilities and Input Tax Credit claim of the Bank and suggest on automation of all the manual processes involved on periodical basis.
- v. Quarterly review of all income and expenditure streams of the Bank for advising on applicability of GST liability (e.g. eligibility for export benefit, etc.) and availability of Input Tax Credit benefit to the Bank besides new BACIDs opened / closed during the month on regular basis.
- vi. Advise on Input Tax Credit availment by the Bank, matching activity so as to maximise Input Tax Credit benefits of the Bank.
- vii. Provide opinion / comments / clarifications to Bank on valuation and taxability of various income streams, new products (interest, service charges, fees and commission, etc.) of the Bank;
- viii. Provide opinions / comments / clarifications sought on various Service Tax and GST issues raised by various departments of Head Office / Branches / Offices and other units of the Bank;
- ix. Advise various departments of Head Office / Branches / other Offices of the Bank in complying with Service Tax and GST related regulations;
- x. Provide opinion on valuation and taxability of different income heads of the Bank, import and export of services, intra-bank transactions

- among branches/business units, services provided by the bank from central location (like loan processing, forex trading etc.), reversal/waiver of fee etc.
- xi. Provide opinion to the Bank on availment of Input credit (under Service Tax and GST) on various input services / Inputs / Capital goods availed by the Bank;
 - xii. Review and correction of various circulars and instructions/ guidelines to be issued to the field functionaries/ other offices by Head Office in respect of GST related matters.
 - xiii. Advise / suggestion/ inform the best industry practices.
 - xiv. Advise on budget suggestions required by Ministry of Finance and any other regulatory authorities, e.g. RBI, etc.
 - xv. Provide write ups on matters to be posted to Ministries, various other authorities through IBA besides matters to be posted to IBA/ICAI etc.
 - xvi. Advising terms of agreements with vendors to ensure optimization of input tax credit and avoid any loss of input tax credit. This include inter-alia discussions with vendors, Bank's procurement team to explain invoicing formats and other compliance requirements to be followed by vendors to ensure that the Bank has adequate documentation for claiming input credits.
 - xvii. Providing knowledge repository for important case laws, advance rulings, GST laws, rules, circulars, notifications, guidelines etc.

C. GSTR 2A/2B Reconciliation

- i. Providing a solution for auto / manual reconciliation (including Monthly and annual) between Purchase Register as per Bank's books and their GSTR 2A/2B/6A using software to arrive at matched, mismatched and partially matched Invoices for claiming Input Tax Credit in GST return, with reasons for each exception, including for past years, as per GST laws.
- ii. GSTR-2A/2B data being dynamic in nature, the solution with capability to fetch / extract the incremental data during auto download process on daily basis and make the same available for matching.
- iii. Invoice matching exercise with reconciliation report as per GST laws.
- iv. Analysis of Bank's Purchase register whether GST is correctly booked or not under Forward/ Reverse charge including rate, HSN etc as per GST laws.
- v. Analysis of Bank's Purchase register for identification where eligible ITC was not claimed or ITC was wrongly claimed, as per GST Laws.
- vi. Identify transactions from Bank's Purchase register where branches/ other offices have committed mistakes in the discharge of Reverse Charge liability as per GST laws, if any, due to any reason.
- vii. Identify transactions whose RCM flag as Y from GSTR 2A/ 6A or any other report and compare with Bank's Purchase Register that whether RCM has been properly discharged or not.
- viii. Conclusion by way of a Report on the basis of the Reconciliation between GSTR2A/2B/6A and GSTR3B and study/ analysis of Bank's Purchase register on monthly basis.
- ix. The solution should be able to generate for purchase register matching with GST returns, State-wise ledger view and tax credit

- utilization. The solution should be able to generate state wise input credit ledger and other ledgers as required under GST law.
- x. The solution should have functionality to check ITC eligibility during GSTR 2A/2B matching process and provide suitable reports therefrom for control purpose.
 - xi. Emailing/calling to vendors/non-filer vendors/branches for mismatches or partially matched cases, failures/mistakes in either ITC claim and/or Reverse Charge Mechanism and Follow up for corrective action
 - xii. Providing incremental data filed by vendors drawn from GSTR 2A/2B or any other report on daily basis.
 - xiii. Claiming Input Tax credit in GST returns as per GST Laws and as per providing purchase register on monthly/ annual basis tallying with returns.

D. Audits / Appeals / Assessment Proceedings

- i. Representing the Bank before the GST/ Service Tax authorities (including appellate authorities/ tribunal) in connection with the assessment proceedings, resolution of issues raised by them and related matters and assistance to advocate in matter of appeal in courts etc in GST/ Service tax matters.
- ii. Drafting, vetting and assistance in filing appeals in all indirect tax (Service tax and GST) related cases before all the Appellate authorities/ tribunals on behalf of the Bank, provide draft appeals along with annexures at least one month before the due date.
- iii. Provide opinion and drafting replies, including preparation of any data/ reconciliation/ Inward register/ Outward register, on the issues raised in various audits conducted by various Regulatory Authorities viz. Central Excise Revenue Audit (CERA), Service Tax / GST Department, CAG, DGCEI, DGGI, Anti-evasion, High Court and Supreme Court etc.
- iv. Drafting replies / communications to various queries, letters, inquiries, notices, audits, investigation, surveys, demand cum show-cause notices etc. received by the Bank including preparation of any data/ any reconciliation / Inward register/ purchase register/ reconciliation of past years Bank`s purchase register with 2A/2B of corresponding years/ Outward register in relation to taxation matters (Service tax and GST) along with annexures mentioned in the draft replies. Further all such replies/ communications must be provided sufficiently before the due date of submission.
- v. Assisting/ Briefing the Counsel, if appointed separately by the Bank, for appearing before CESTAT / other Appellate Tribunal as well as High Court and Supreme Court etc. Further, also assist the Bank/ Advocate in tagging of the case, if any, required.
- vi. Drafting case for opinion for obtaining advices from legal counsels.
- vii. Advising in cases where refund becomes due, drafting and filing of refund applications, maintaining case files of refund cases and taking necessary steps to complete the refund process.
- viii. Review of orders passed by the various Revenue authorities (including appellate authorities/ tribunal), preparation of suitable responses and detailed computation of interest levied and granted by

- the Assessing Officer/s.
- ix. Review of Tax orders passed by the High Court or Supreme Court for various assessment years.
 - x. Providing guidance to the Bank on further course of action on any matter related to any type of notice/ order issued by any GST/ Service Tax authority.
 - xi. Keeping track, preparing MIS/ tracker, maintaining repository of replies/ any communication submitted to tax authorities, maintaining due date diary and auto downloading of all cases/ notices/ orders issued related to GST and Service Tax on daily basis, using the software (litigation management), updating the work/ progress (step by step) on daily basis and providing its reports to the Bank. Further, conduct review meeting with the Bank (at least once in a week) for discussing all pending assessment/ litigations.
 - xii. Preparation of contingent liability statement, preferably using utility/ software, presently on quarterly basis, for the Bank regarding GST/ Service tax related cases/ litigations for onward reporting in Balance Sheet.

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for due compliance with applicable Service Tax and GST Rules / provisions).

Further, as proposed under GST Regime, compliance is required to be done at State / UT Level.

It is clarified that above mentioned work/ compliances is also required to be done for merged entities (erstwhile Oriental Bank of commerce and erstwhile United Bank of India). Therefore, the selected consultant is expected to carry out all above functions for each registration that the Bank including merged entities (erstwhile Oriental Bank of commerce and erstwhile United Bank of India) have obtained or will obtain (i.e. for new State / UT / Vertical) in future.

The above assignment is an End-to End GST/Service Tax Compliance work. Vendor to bring utility/ application to be loaded in server at successful bidder. The utility should analyse all data provided by Bank for (inward/outward supply) monthly returns and validate before filing on or before due dates. Utility should analyse & provide reconciliation of ITC/ RCM and GSTR 2A/2B/6A in downloadable structured format. The utility should also be able to handle litigation work.

In case any Bank/entity is merged/amalgamated in future with PNB then all the above mentioned work shall also be required to be done for all GSTINs of amalgamated entities. No separate fee for increase of volume of work shall be paid. However, for old cases of merged entity, fee shall be negotiated separately. Further, the Bank reserves the right of allotment, of old cases/ notices etc. of entities which will be merged with PNB, to GST/ Service Tax consultants / retainers of such entities or any other GST /

Service tax consultants on case to case basis. Proper handover of data of amalgamated entity shall be a part and parcel of job.

Note: To represent the Bank outside of Delhi/NCR, actual TA/DA expenses shall be reimbursable as per the entitlement of Statutory Branch Auditors wherever branch of the firm is not situated. In need based exceptional circumstances, Bank may allow TA/DA from Delhi/ NCR/ any other place in India to centres even where the branch of the firm is situated.

5 General Provisions and conditions

a. This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of Finance Department of Expenditure, Govt. of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order is hereby disclosed as under:

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered/ approved with/ from the Competent Authority as per the law in force.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

- b. Successful Bidder will undertake to indemnify and keep the Bank and its officers/employees/Directors fully indemnified and harmless from and against all the consequences of any of its actions and, representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank.
- c. Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers and agents, the Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and /or make deductions from the amount payable by the Bank to Successful Bidder.
- d. That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/called for, have access to (relevant to this consulting assignment) i) All books, records, information of the Successful Bidder; ii) Any

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

- e. The access shall also extend to the books, records, information held by/available with any person/firm agent/company engaged by Successful Bidder or any documents records of transactions and other necessary information given/stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the required Services to the Banks.
- f. Successful Bidder shall ensure preservation of documents and data in accordance with legal/regulatory obligation of the Bank.
- g. That due diligence/KYC of employees of the successful bidder will be done and proper record of the same will be maintained.
- h. Those adequate steps will be taken to build strong safeguards to avoid the comingling of information/documents records and assets of the Banks with other organizations for whom Successful Bidder undertakes similar services.
- i. That the Successful Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Banks. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Banks.

5.1 Other Terms & Conditions:

- i. The Bidders are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids.
- ii. Bidding in consortium is not permitted.
- iii. The Bidders will avoid any conflicts of interest while discharging contractual obligations and disclose in advance any possible instance of conflict of interest to the Bank. "Conflict of interest" for the above means Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any Officer of Procuring Entity (Officers of the rank of Chief Manager and above posted in Finance Division and Officers who are members of Committees constituted for the Bidding process will be considered as "Officer" for the purpose of this clause) who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) Bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain. There should be no conflict of interest at the time of participating in the bid process and in case, a conflict of interest arises while discharging the contractual obligations, the same should be disclosed to the Bank.

iv. If any information provided by any Bidder is found and/or proved to be incorrect or misleading, such bid shall be rejected/ disqualified. Such bidder may also be blacklisted for all future issues by the Bank.

v. The Bidder shall bear all the costs associated with the preparation and submission of its bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

vi. At any time prior to the last date and time for submission of bids, the Bank may, for any reason, modify the bidding documents through amendments at the sole discretion of the Bank.

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

viii. The selected Bidder shall not sub-contract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract.

ix. The Bidder shall not advertise or publicly announce that he is undertaking work for Punjab National Bank without the written consent of Punjab National Bank. In case of non-compliance of this clause the Bidder will be debarred from participating in any future tender/ contract for a period of five years.

x. Inspection and Right to audit by Bank, RBI and any other Regulatory authority (s)

Bidder shall keep complete and accurate records of its activities in connection with the said contract. Bidder shall provide such details/ information as may be called for by the Bank/ the Reserve Bank of India (RBI)/ any other regulatory authority (s) and also allow the Bank/ RBI/ any other regulatory authority(s), their auditors, officers for inspecting, examining and auditing Bidder's records, whenever required by Bank/ RBI/ any other regulatory authority(s). Bidder will cooperate with the RBI/any other regulatory authority (s)/Bank's internal or external auditor to ensure a prompt and accurate audit. If the Bank permits the Bidder to outsource any of the activities under this contract (which shall always be in writing), the Bidder shall ensure that necessary agreement is entered into with the agency engaged for such purpose and such agreement shall also contain necessary mandate by the said outsourced agency inter alia agreeing for production of documents called for, inspection and audit of their premises and books by RBI /Bank/ other regulatory authority (s) and any agencies engaged by the Bank/ the RBI/ any other regulatory authority (s). Bidder shall also correct any practices which are found to be deficient if pointed out by the Bank/ RBI/ any other regulatory authority(s). The Bidder is aware that failure to provide the information called for within the stipulated time to the Bank/ RBI/ any other regulatory authority(s) may result in RBI/other regulatory authority (s) imposing fine on the Bank/Bidder and the Bidder agrees that all such fine shall be paid by the Bidder irrespective of whether such fine is levied on the Bank or the Bidder. Payment of fine by Bidder, shall not affect the right of the Bank/ RBI/ any other regulatory authority(s) to take other actions against the Bidder.

6 Instruction to Bidders

6.1 Power Of Attorney/ Authorization Letter

In case the authorized person delegates authority to another person of the firm/LLP to sign the Bid documents, power of attorney/authorization letter is to be submitted with bid documents.

6.2 Cost of Bidding

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

6.3 Bidding Document

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

6.4 Language of Bids

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

6.5 Authentication of Erasures/ Overwriting Etc.

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

6.6 Amendment of Bidding Documents

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (www.pnbindia.in) and at GeM Portal and will be binding on all those who are interested in bidding.

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

6.7 Validity of Bid Document

Bid shall remain valid for 90 days from last date of submission of bid prescribed by the Bank. A bid valid for shorter period shall be rejected by the Bank as nonresponsive.

6.8 Late Bid

Any bid received by the Bank after the deadline for submission of bid shall not be accepted.

6.9 Bid Currency

Prices mentioned/quoted in the bid shall be expressed in the Indian Rupees only.

6.10 Earnest Money Deposit

Bidder has to submit the Earnest Money Deposit (EMD) of Rs. 3.48 Lac (Rupees Three lac and forty eight thousand only) which shall be accepted in form of Insurance Surety Bonds, Account Payee Demand Draft (in favour of Punjab National Bank payable at New Delhi), Fixed Deposit Receipt (lien to be marked in favour of the Bank), Bankers' Cheque (in favour of Punjab National Bank) or Bank Guarantee as per specified Performa at Annexure- XVII (including e-Bank Guarantee) (from any Scheduled Commercial Bank other than Punjab National Bank) or online payment in non-customer account (i.e. A/c No: 0153002200000078 & IFSC Code: PUNB0014400) of Punjab National Bank. EMD should be valid within the bid validity period of 90 days. The bidder shall also extend the EMD validity without giving any reasons, for the duration whatever requested by the Bank.

Bidders who have submitted EMD in the non-customer Bank account specified in the tender document shall mandatorily submit copy of transaction receipt as proof of submission. Any other mode of payment, i.e., Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (lien to be marked in favour of Bank), Bankers' Cheque (in favour of Punjab National Bank) or Bank Guarantee (including e-Bank Guarantee) (from any Scheduled Commercial Bank other than Punjab National Bank) shall be submitted in original. Scanned copy of the same shall be uploaded by Seller in the online bid and hard copy of the same will have to be submitted directly to Assistant General Manager (Taxation), Punjab National Bank, Head Office, Finance Division, Ground Floor, Plot No 4, Sector -10, Dwarka, New Delhi, Pin 110075, within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

Firms registered under MSEs as well as firms recognized as Start Up by DIPP would be exempted from payment of EMD. Documentary evidence for the said exemption/ recognition to be submitted along with the Bid on the GeM portal.

The EMD submitted by the Bidder will liable to be forfeited if the Bidder violates any of the provisions of the terms and conditions of this RFP document/subsequent agreement executed between the parties.

6.11 Bidding Process (Two Stages)

For the purpose of the present job, a two stage bidding process shall be followed. The response to the present tender shall be submitted in two parts, a) Technical Bid and b) Commercial Bid. The bidders shall have to submit the technical bid and Commercial bid at GeM Portal.

6.11.1 Technical bid

Technical Bid shall contain all the supporting documents regarding eligibility criteria, technical bid evaluation criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and not contain any pricing or commercial information at all. The Technical bid documents with any commercial information will be rejected.

In the first stage, only Technical Bids shall be opened and evaluated. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for the second stage i.e. Commercial Bid.

6.11.2 Commercial bid

In the second stage, the Commercial Bid of only those bidders, whose technical bids are short listed after evaluation as per para 6.23 (Evaluation and Award Criteria), shall be opened.

6.12 Submission of Bid

Bidders are required to strictly submit their bids in electronic form at GeM Portal. The RFP document and further corrigendum, if any can also be downloaded from bank's website or at GeM Portal. Bids received after closing of the bid in the GeM portal are summarily rejected without any reason.

The commercial bid should be submitted online only.

Bidders are required to upload their eligibility and technical bid related documents in the following manner:

Minimum Eligibility Documents

It shall contain duly signed Annexure II along with the supporting documents as mentioned in the annexure.

Technical Bid

It shall contain technical bid duly signed Annexure V along with the supporting documents. Each page and correction duly signed by Bidders including tender form duly filled in with complete details and descriptions. Bidder shall upload supporting documents in support of technical Bid evaluation criteria as mentioned in tender documents, Checklist of all Documents required to be uploaded along with Technical Bid as per **Annexure XIV**.

Proof of Deposit of Earnest Money Deposit/ Bank Guarantee in lieu of EMD also to be included in this file. As per OM No F.20/2/2014-PPD (Pt.) dated 25.07.2016 and 20.09.2016, Firms recognised as Start-ups by Department of Industrial Policy & Promotion (DIPP) are exempted from submitting Earnest Money Deposit (EMD).

6.12.1 Pre-Bid Queries:

For any clarification, the Bidders may write to us on GeM Portal only, on or before date and time indicated in Bid document at GeM Portal. The Bidders are expected to submit all their queries before the date mentioned in this RFP. No query will be entertained by the Bank other than GeM portal. Further, no query will be entertained after the prescribed date and time.

6.13 Deadline for Submission of Bid

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. The Bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.

6.14 Modification and/or Withdrawal of Bids

i. Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids.

No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

ii. In case any Bidder makes any unsolicited communication in any manner, after Bid/Proposals have been opened, the Bid / Proposal submitted by the particular Bidder shall be summarily rejected, irrespective of the circumstances for such unsolicited communication.

iii. Further, if the RFP has to be closed because of such rejection, and the RFP has to be re-tendered, then such Bidder, at the option of Bank, shall be disqualified and will not be allowed to bid in the re-tender process. In case of all disputes relating to the RFP and the matters arising and connected with the RFP, the Bidder shall make representation to Bank and the decision of Bank on any or all issues/ grievances raised by the Bidder shall be final, conclusive and binding and shall not be questioned or challenged by the disputing Bidder(s).

iv. In case any Bidder or any other person approaches external judicial authority like any Court or Forum or Tribunal and if the Bidder or any other person loses the case after adjudication for reason whatsoever or on merit or the Bidder or any other person opt for not to pursue the matter further and withdraw the matter before decision by such judicial body, the Bidder or any other person who initiated legal proceeding shall reimburse all the expenses incurred by Bank in litigation including traveling and associated costs to attend the matter, expenses incurred in obtaining legal advice, advocate fees to represent Bank in the matter, irrespective of the decision or decree or judgment or order of such judicial authority

v. It is clarified that any condition put forth by the Bidders, non-conforming the Bid requirements shall not be entertained at all and such Bid shall be rejected forthwith. The decision of Bank in this regard shall be final, conclusive and binding and shall not be questioned/ challenged by the Bidders.

vi. It may be noted by the Bidders that Bank at its sole discretion may temporarily or otherwise waive any minor informality or infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation.

vii. Decision as to any arithmetical error manifest or otherwise in response to RFP shall be decided at the sole discretion of Bank and shall be binding on the Bidder. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder and shall not be questioned/ challenged by the Bidder.

viii. Bank reserves the right to alter/re-issue /re-commence/cancel the entire Bid process in case of any anomaly, irregularity or discrepancy or for any other reasons or otherwise without thereby incurring any liability whatsoever to the affected Bidders or any obligation to inform the affected Bidders of the grounds for the Bank's action. Bank shall not be bound to give any reasons or explain the rationale for its actions/decisions to annul or abandon or cancel the bid process. Bank further reserves the right to alter/re-issue/re- commence the Bid or circulate new RFP altogether on the subject matter or any activity or part thereof concerning thereto. Any decision of Bank in this regard shall be final, conclusive and binding on the Bidder(s) and shall not be questioned/ challenged by the Bidder.

ix. Engagement/ selection of any bidder may be cancelled by the Bank at its discretion including, but not limited to, under any of the following circumstances:

- The selected Bidder commits a breach of any of the terms and conditions of the tender/contract.
- The selected Bidder becomes insolvent or goes into liquidation voluntarily or any application has been filed against the selected bidder under the provisions of IBC, 2016 or otherwise.
- The progress regarding execution of the contract, made by the selected Bidder is found to be unsatisfactory.
- If the selected Bidder fails to execute/ complete the due performance of the assigned work in accordance with the agreed terms and conditions.
- In case Bank decides, due to any reasons whatsoever in its sole discretion, to call off, postpone, defer, cancel the issuance.

6.15 Contacting the Bank

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

6.16 Terms and Conditions of the Bidders

The bidders are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids. The bidders are advised to clearly specify the deviations, in case terms and conditions of the contract applicable to this invitation of tender are not acceptable to them. The Bank reserves the right to take decision on any such deviation.

6.17 Local Conditions

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

6.18 Banks Right to Accept or Reject Any Bid or All Bids

The Bank reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the Bank's action. The Bank reserves the right to accept or reject any technology proposed by the Consultant.

6.19 Bid Opening and Evaluation

In the first stage, only TECHNICAL BID will be opened and evaluated. Those bidders satisfying the minimum eligibility requirements as determined by the Bank as prescribed in Annexure II and accepting the terms and conditions of this document shall be shortlisted for making presentation to the internal committee of the Bank. In the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are short-listed, will be opened. Decision of the Bank in this regard shall be final and binding on the bidders.

6.20 Clarifications of Bid

To assist in the examination, evaluation and comparison of bids the Bank may, at its discretion, ask the bidder for clarification and response shall be in writing through GeM

Portal only and no change in the price or substance of the bid shall be sought, offered or permitted.

6.21 Preliminary Examination

The Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization as per authorization form shall be treated as non-responsive.

Arithmetical errors will be rectified on the following basis.

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

The bid determined as not substantially responsive will be rejected by the Bank and may not be made responsive by the bidder by correction of the non-conformity. The Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

6.22 Revelation of Prices

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

6.23 Evaluation and Award Criteria

6.23.1 The Bank will set up an Evaluation Committee for evaluation of the Technical Bids submitted by the bidders. Bidders must secure minimum seventy (70) marks as prescribed in Annexure V.

6.23.2 The Evaluation Committee shall evaluate the Technical Proposals as per Annexure V only for those bidders who satisfy the pre-qualification / Minimum Eligibility criteria as referred in Annexure II and accordingly bidder(s) who fails to secure minimum eligibility criteria as per Annexure II shall be awarded zero marks in all parameters defined in Annexure V and shall not be invited for presentation and their bids will not be evaluated further.

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

6.23.4 Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond adequately to aspects of the RFP. The Technical proposals as per Annexure V which are incomplete shall not be evaluated.

6.23.5 During the process of evaluation of the technical proposal as per Annexure V, the technically qualified bidder, who fulfill minimum eligibility criteria as per Annexure II, will be required to make presentation (online or offline as per discretion of the Bank) on its Proposal covering Experience/ Technical Proposal including Methodology & Approach, Utility/ Software, Team Composition, Work Schedule and Activity Schedule etc.

6.23.6 The technical proposals as per Annexure V will be evaluated on the basis of their responses specified in this document. Evaluations will be based on documentary evidence submitted by the bidder with respect to evaluation / selection criteria demonstrating its technical capabilities and competence.

6.23.7 After presentation, commercial bids will be opened and evaluated for bidders securing minimum seventy (70) marks in aggregate of all parameters as per scoring given in Annexure V 'Technical Bid Evaluation Criteria'. The Bank reserves the right to reduce the minimum qualifying marks, as above, to ensure that at least two bidders qualify for the commercial bid. In case of a discrepancy between amount in words and figures, the former will prevail.

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

6.23.9 During the entire process of bidding, marks shall not be revealed to any bidder. Bank may seek confidential report of the past performance for technical eligibility of bidders from their clients.

6.23.10 The L1 price for the awarded contract will be decided as under:

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

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

Weightage for commercial bid (Max 30%) will be calculated on the total price quoted.

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

- Weightage of technical bids and commercial bids kept as 70: 30.
- Other higher commercial bids are given financial scores that are inversely proportionate to the lowest price
- On the basis of the combined weighted score for quality and cost, in the prescribed ratio of quality and cost scores, the consultant shall be ranked in terms of the total score obtained, proposal obtaining the highest total combined score will be ranked as L-1

For Example:

Step 1

If three consultants namely A, B and C participated in the bid process and their technical score are as under:

A=49, B=63 and C= 56

The final technical marks (highest in this case is 63) secured by the bidder converted into percentile score shall be as under:

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

$$B = (63/63) * 100 = 100.00$$

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

Step 2

If the prices quoted by consultants are as under:

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

The final cost (lowest cost in this case is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

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

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

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

Step 3

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

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

$$B = (100 * 0.7) + (89 * 0.3) = 96.70$$

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

Proposal B (with highest mark of 96.70) at the evaluated cost of Rs. 9,000 will, therefore, be declared as L1, although the rate quoted by B in his financial proposal is higher than that quoted by A.

6.24 Governing Law and Disputes

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996. There shall be a sole arbitrator mutually appointed by the parties to the dispute and in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the

work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi.

6.25 Use of Contract Documents and Information

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

6.26 Confidentiality

The Bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing services mentioned in this RFP.

The Bidder shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof.

The Bidder shall use the confidential information only for the purpose for which it was provided and shall not profit from the same in an unauthorized manner.

The Bidder shall provide access of the Confidential Information to its employees only on need to know basis and such employees/ personnel shall be required to enter into a confidentiality agreement which is of no less stricter terms than this Agreement. Even if Service Provider's employee leaves the job, he will neither share any information about bank Network Security with anybody else nor will he use it for his new job. Service Provider shall continue to be responsible for any such act of its ex-employee.

The Bidder shall indemnify Bank against any loss suffered by Bank due to disclosure of confidential information by employee of bidder.

The obligation contained in this clause shall survive after the termination of this agreement for a period of six years.

Confidentiality of customer information should be maintained even after the contract expires or gets terminated.

Confidentiality and Non-disclosure: The Bidder shall not without the consent of Bank make use of any document or information coming in its way while discharging their jobs of bank except for the purpose of performance of services mentioned in this RFP. Service Provider will keep all the data, sources and information confidential and will not disclose or release it to any other party. This clause will remain valid even after the termination or expiry of this agreement.

6.27 Assignment

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

That if the successful Bidder hires another person/entity to assist it in the performance of its obligations, under the contract, as may be subsequently entered into at the discretion of Bank or assigns any portion of its rights or delegates any portion of its responsibilities or obligations to another person in any manner thereunder, subject to Bank's prior written consent, it shall cause its assignee or delegate to be bound to

retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality.

6.28 Force Majeure

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

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

6.29 Non-Disclosure

The selected Bidder/Consultant shall be required to sign/execute a standard Confidentiality cum Non-Disclosure Agreement (NDA) with the Bank in terms of **Annexure VII** of this document. Failure to sign the same would make their selection null and void.

6.30 Signing of Contract

The successful bidder(s) shall be required to enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) as per Annexure VII and integrity Agreement (IA) as per Annexure VI with the Bank, as per proforma prescribed /to be prescribed by the Bank, within 10 days of the award of the tender or within such extended period as may be permitted by the Bank.

6.31 Duration of Contract

Bank will enter into contract initially for a period of 3 years, extendable for 2 years on mutual terms and conditions. However, this shall not be construed as conferring any right on the successful Bidder to seek extension.

The period of appointment as mentioned above for three years is subject to annual review of performance by Chief Financial Officer of the Bank. Further, the appointment is extendable for 2 years on mutual terms and conditions. Further, the Bank reserves the right for reducing the period of appointment or terminating the contract after giving the due notice of 30 days.

6.32 Performance Bank Guarantee

The successful bidder has to submit the Performance Bank Guarantee (issued by a nationalized / scheduled commercial Bank except Punjab National Bank, detailed as under:

- a. The successful bidder will have to submit Performance Bank Guarantee amounting to 3 % of Total Contract value as per Annexure IV within 10 days of award of contract valid for a period of 3 years (with claim period of 1 year from the expiry of validity period) from the date of appointment, which should be extended on extension of agreement. Any change in the prescribed format of Performance Bank Guarantee proposed to be submitted by the bidder shall be subject to prior vetting by Bank's Law Department. However, the Bank may extend the timelines for submission of Performance Bank Guarantee beyond 10 days at its discretion.
- b. The Performance Bank Guarantee will be furnished for due performance of the contract.
- c. In case successful bidder submits any false information or fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.

6.33 Acceptance of Order

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

Bank has a right to cancel the order if the same is not accepted within a period of 3 days from the date of order. However, the Bank has the right of extending period beyond 3 days.

6.34 Payment Terms

The Bid shall be made in terms of monthly fee for the assignment which shall not be increased in the contract period of 3 years and shall be subject to the review by the Bank as per this RFP.

Payment to the consultant will be made within 30 days of submission of undisputed bill on quarterly basis, subject to billing as per the accepted terms of the work order and completion of the work and annual review of satisfactory performance as certified by the Bank's Authority.

6.35 Taxes

The prices/ fees are inclusive of all charges, taxes including GST, statutory levies, etc.

6.36 Penalty Clause

If Consultant fails to complete any work as per the scope of work mentioned in this RFP within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, may issue caution notice/ deduct penalty (liquidated damages) equivalent to 5 % of the monthly professional fees per instance.

Further, the bidder assumes responsibility for and shall indemnify (subject to the upper limit equivalent to the 100% of total contract value) and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the contract including

those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract.

The Bank has right to cancel the contract in case services not affected within stipulated time schedule. The Bank is entitled to withhold (deduct) from the Contract price or any other amount, which is due to consultant from this contract, or any other contract.

6.37 Cancellation of Purchase/ Service Order/ Contract

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

- a. Non submission of acceptance of order within 3 days of placement of order or the period extended by the Bank, if any.
- b. Non submission of performance bank guarantee within stipulated time as specified in the RFP or the period extended by the Bank
- c. Non signing of contract within the time specified by bank.
- d. If deliverables are not performed within stipulated time or for any other reason as the Bank deems fit, Bank may cancel the entire contract after giving 30 days' notice.

6.38 Signing of Pre Contract Integrity Pact

A "Pre-Contract Integrity Pact" would be signed between PNB and the Bidder which is an integral part of tender/bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This is a binding agreement between PNB and Bidder. Under this Pact, the Bidder agree with PNB to carry out the assignment in a specified manner.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the PNB. Bank will not be bound to accept the lowest quotes and reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.

The format of Pre-Contract Integrity Pact will be as per Annexure-VI.

In this regard, PNB has appointed following as Independent External Monitor (IEM) for the Integrity Pact:

S.No.	IEM	E-mail	Mobile Number
1	Sh. Madhusudan Prasad (IAS-Retd.)	mprasad23@gmail.com	9717585556

The above mentioned person is not to be contacted for generic bid related queries.

6.39 Indemnity

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the contract including

those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the services provided by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

The written demand by the Bank as to the loss/damages shall be final, conclusive and binding on the selected bidders(s) and the selected bidder(s) shall be liable to pay on demand without any contestation/demur the actual amount of such loss/damages caused to the Bank subject to an upper limit equivalent to the total contract value of this project.

6.40 IP Infringement indemnity

The bidder shall indemnify the Bank against all third party claims of infringement of patent, trademark, copyright or industrial design rights, etc. arising from use of the Goods/services, or any part thereof in India.

1. The bidder shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products/services or any part thereof in India or abroad.
2. The bidder shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the service provider shall be fully responsible including all expenses and court and legal fees and Bank can adjust it from PBG.
3. The Bank will give notice to the Bidder /Service Provider of any such claim without delay, provide reasonable assistance to the Bidder /Service Provider in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
4. The bidder shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the Bidder /Service Provider, including-all inventions, designs and marks embodied therein in perpetuity.

6.41 Termination of Contract

The quality of services given by the bidder & progress of the project will be reviewed regularly and if the services are not found satisfactory, the bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing

period. The decision of the bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days without assigning any reason to the service provider without any consequences.

6.42 Principal to Principal Liability

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

The successful bidder shall be responsible for payments of all statutory dues with respect to each of his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including but not limited to the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Employees' State Insurance Act, 1948, The Payment of Gratuity Act, 1972, The Maternity Benefit Act, 1961, The Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations as applicable, remain payable with respect to his personnel/employees. The successful bidder shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to his personnel/employees under applicable labour legislations”.

6.43 Limitation of Liability

The aggregate liability of the successful bidder shall be limited to a maximum of the contract value.

In the following circumstances and notwithstanding anything contained in this RFP 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:-

- a. Breach of the confidentiality provisions.
- b. Liability for an infringement of a third party's IPR by the successful bidder and Employment liabilities for the successful bidder's staff relating to the period of their employment within contractual period while working with the bidder and;
- c. Any other liability that cannot be capped or excluded as a matter of applicable law and imposed by the statutory authority/ government bodies/ court tribunals etc.
- d. Any other breach caused due to the non-performance of the obligations of the the successful bidder under this RFP.
- e. This limit shall not apply to third party claims.
- f. Liability of the Bidder in case of gross negligence or wilful misconduct attributable to the Bidder while providing services under Agreement.
- g. Liability of the Bidder in case of fraudulent acts or wilful misrepresentation attributable to the Bidder regarding the services provided under Agreement.

6.44 Survival

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

6.45 Non Exclusive Clause

The Successful bidder shall not have any exclusive right to provide the services to the bank. The bank shall be free to engage any other service providers or may entrust services similar to the services or any part thereof to any person/s during on/or after the expiry of the service agreement.

6.46 Use of Name/Logo Of The Bank

Bidder 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 RFP and shall entitle the bank to take appropriate actions as available to it in law and the RFP.

Letter of Consent

To be provided on letter head of the Bidder

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

Dear Sir,

Sub: Selection of GST Consultant

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer to get selected for providing our services as detailed in the above referred RFP.

We agree to all the terms and conditions mentioned in the RFP. We hereby submit our Technical and Commercial Offer separately on GeM Portal. The selection shall be binding on us and subject to terms and conditions of the assignment.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

Minimum Eligibility Criteria

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)
1.	<p>The firm/ LLP must be in existence in India for the last 10 years as on 31.03.2024.</p> <p>(This condition is relaxed for registered Start-Up, recognized by Department of Industrial Policy & Promotion (DIPP) and MSE's having valid Udyam registration Certificate.)</p>	<p>Copy of Constitution/ Partnership Deed/ Incorporation Certificate of the applicant for Firm/LLP.</p> <p>Certificate for Start-Up recognized by Department of Industrial Policy & Promotion (DIPP) and MSE's having valid Udyam registration Certificate</p>	
2.	<p>Bidder must have an office in Delhi/ Gurgaon/ Noida for at least three years with at least three partners stationed in Delhi/ Gurgaon/ Noida.</p> <p>(The condition of at least three years is relaxed for registered Start-Up, recognized by Department of Industrial Policy & Promotion (DIPP) and MSE's having valid Udyam registration Certificate. However, Bidder must have an office in Delhi/ Gurgaon/ Noida with at least three partners).</p>	<p>Self-declaration in Annexure IX/ constitution certificate.</p>	
3.	<p>a) Bidder must have minimum 15 Chartered Accountants (CAs) out of which at least 5 must be Partners (Qualifying Partners) and others must be paid employees (CAs) as on 31.03.2024.</p> <p>b) All above 15 CAs must be associated with the bidder for a period not less than one year as on 31.03.2024.</p>	<p>Constitution Certificate issued by ICAI/ Self-declaration in Annexure XVI</p>	
4.	<p>Bidder must have:</p> <p>entered into three contracts (at least for one year each) as GST</p>	<p>a) Client Certificate/ Appointment letter issued by the client clearly indicating the period covered.</p>	

	<p>regular consultant of Scheduled Commercial Bank(s) (other than RRB/Co-operative Bank) as on 31.03.2024.</p> <p>or</p> <p>completed contract(s) covering at least three years of period as GST regular consultant of Scheduled Commercial Bank(s) (other than RRB/Co-operative Bank) as on 31.03.2024.</p> <p>Out of above Scheduled Commercial Bank(s), at least one Scheduled Commercial Bank (other than RRB/Co-operative Bank) at organization level having balance sheet size of more than Rs. 50,000 crores as on 31.03.2023 is must.</p>	<p>b) Extract of Balance Sheet of client [Scheduled Commercial Bank (other than RRB/Co-operative Bank)] having more than Rs. 50,000 Crore balance sheet size (as available) / another document acceptable to the Bank</p>	
5.	<p>The bidder must have average turnover of at least Rupees Five crore of last three financial years (F.Y. 2020-21, 2021-22 and 2022-23) and must have net worth of at least Rupees one crore as on 31.03.2023.</p> <p>(This condition is relaxed for registered Start-Up, recognized by Department of Industrial Policy & Promotion (DIPP) and MSE's having valid Udyam registration Certificate.)</p>	<p>A certificate from an Independent Chartered Accountant Firm/ Statutory Auditor certifying the turnover and net worth of the relevant years.</p> <p>Certificate for Start-Up recognized by Department of Industrial Policy & Promotion (DIPP) and MSE's having valid Udyam registration.</p>	
6.	<p>The bidder must not have been banned/ declared ineligible for corrupt and fraudulent practices by the Govt. of India/ State Governments/ RBI/ ICAI/ Public Sector Bank/ Undertaking and should not have any disciplinary proceedings pending with ICAI/RBI against the applicant or any of the partners.</p> <p>Further, the bidder during the last three years should not have:</p> <p>a) failed to perform on any agreement, as evidenced by</p>	<p>Undertaking by the applicant Firm in Annexure XII</p>	

	<p>imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates,</p> <p>b) expelled from any project or agreement,</p> <p>c) had any agreement terminated for breach by such Applicant or its Affiliates.</p>		
7.	<p>The Bidder should be Class-I/II local supplier. "Class-I/II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I/II local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision. The "local content" requirement to categorize a supplier as "Class-I local supplier" is minimum 50%. The "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%. "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.</p>	<p>A certificate from a practicing cost accountant or practicing chartered accountant giving the percentage of local content in the format as per Annexure-XVIII.</p>	

Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.

Date: _____

Place: _____

Signature of Authorized Signatory
Name of Signatory:
Designation:
Seal of Bidder

Format for RFP queries

S.No.	Reference Clause	Reference Page	Query

Performance Bank Guarantee Format

(To be submitted by the selected bidder after being appointed as the Consultant in terms of this RFP)

To,
Assistant General Manager (Taxation),
Punjab National Bank
Finance Division
Dwarka Sector-10
New Delhi-110075

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

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

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

AND WHEREAS at the request of the Service Provider, WE, _____, a body corporate constituted _____ having it's..... Office at and a branch inter-alia at..... India has agreed to issue the GUARANTEE.

THEREFORE, WE, (name of Bank and it's address)..... through our local office at

..... India furnish you the GUARANTEE in a manner hereinafter contained and agree with you as follows:

1. We..... do hereby expressly, irrevocably and unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, merely on demand from you and undertake to indemnify you and keep you indemnified from time to time and at all times to the extent of Rs.-- -----/ (Rupees ----- only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the Service Provider of any of the terms and conditions contained in the Agreement, Work Order and RFP and in the event of the Service Provider committing default or defaults in carrying out any of the work or discharging any obligation under the Agreement, Work Order or RFP document or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs.----- -/-.(Rupees.----- only) as may be claimed by you on account of breach on the part of the Service Provider of their obligations or default in terms of the Agreement, Work Order and RFP.

2. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether the Service Provider has committed any such breach/ default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee, but will pay the same forthwith on your demand without any protest or demur. Any such demand made by Punjab National Bank shall be conclusive as regards the amount due and payable by us to you.

3. This Guarantee shall continue and hold good until it is released by you on the application by the Service Provider after expiry of the relative guarantee period provided always that the guarantee shall in no event remain in force after(date) without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the Agreement, Work Order and RFP or extend the time of performance of the contract or to postpone for any time or from time to time any of your rights or powers against the Service Provider and either to enforce or forbear to enforce any of the terms and conditions of the said Agreement, Work Order and RFP and we shall not be released from our liability under this bank Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Service Provider or any other forbearance, act or omission on your part or any indulgence by you to the Service Provider or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs.-----/-. (Rupees.-----only) as aforesaid or extend the period of the

guarantee beyond the said (Date) unless expressly agreed to by us in writing.

5. The Guarantee shall not in any way be affected by your taking or giving up any securities from the Service Provider or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the Service Provider.

6. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Service Provider hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of bank Guarantee.

7 Subject to the maximum limit of our liability as aforesaid, this bank Guarantee will cover all your claim or claims against the Service Provider from time to time arising out of or in relation to the Agreement, Work Order and RFP and in respect of which your claim in writing is lodged on us before expiry of this Guarantee.

8. Any notice by way of demand or otherwise hereunder may be sent by courier, telex, fax or registered e-mail, hand delivery and if sent accordingly it shall be deemed to have been given when the same has been posted.

9. The Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto before given to you by us (whether jointly with others or alone) and now existing, uncanceled and this Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

10. The Guarantee shall not be affected by any change in the constitution of the Service Provider or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

11. The Guarantee shall come into force from the date of its execution and shall not be revoked/ assigned by us at any time during its currency without your previous consent in writing.

12. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the Service Provider in any suit or proceeding including arbitration proceedings pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment here under and the Service Provider shall have no claim against us for making such payment.

13. "Notwithstanding anything to the contrary contained herein:-

- (i) Our liability under this Guarantee shall not exceed ` _____ [.....]/-;
- (ii) This Bank Guarantee shall be valid up to (being the date of expiry of the Guarantee);

(iii) We are liable to pay up to the guarantee amount only and only if we receive from you a written claim or demand not later than 12 months from the said expiry date (Date of expiry of guarantee).”

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 _____ 2024.

For and on behalf of

Branch Manager

Seal and Address

Annexure V- Technical Bid Evaluation Criteria

Parameters for evaluation of Technical Bid

S. No	PARAMETERS	CRITERIA	MAX. MARKS	DOCUMENTS REQUIRED
1.	Man Power and qualifications – No. of Partners and qualified CA Employees	<p>a) Minimum 5 C.A. Partners (as on 31.03.2024) – Five marks, One mark each for additional partner: - maximum: 15 marks.</p> <p>b) For 10 C.A. employees - Five marks, One mark each for additional C.A. employee: - maximum:10 marks.</p> <p>NOTE: No marks will be awarded to the partner or CA employees having less than one year of association with the firm as on 31.03.2024 either as a partner or as an employee as the case may be.</p>	25	Constitution Certificate issued by ICAI / Self-declaration in Annexure XVI
2	Relevant past performance as GST consultant (Whole organization level)	<p>a) 15 marks for:</p> <p>I. three contracts entered (at least for one year each) as GST regular consultant of Scheduled Commercial Bank(s) (other than RRB/Co-operative Bank) as on 31.03.2024.</p> <p style="text-align: center;">or</p> <p>II. completed contract(s) covering at least three years of period as GST regular consultant of Scheduled Commercial Bank(s) (other than RRB/Co-operative Bank) as on 31.03.2024.</p> <p>b) 01 mark for each contract (at least for one year), in</p>	30	Client Certificate/ Appointment letter issued by the client clearly indicating the period covered.

S. No	PARAMETERS	CRITERIA	MAX. MARKS	DOCUMENTS REQUIRED
		<p>excess of contracts covered under point a mentioned above, as GST regular consultant of Scheduled Commercial Bank(s) (other than RRB/Co-operative Bank) as on 31.03.2024, subject to maximum 05 marks.</p> <p>c) 05 marks for the experience of at least 2 years as GST regular consultant of any Public Sector Bank as on 31.03.2024.</p> <p>d) 05 marks for the experience of at least 2 years as GST regular consultant of any listed Scheduled Commercial Bank having Balance Sheet size of Rs.5 lac crore or more as on 31.12.2023.</p>		<p>Extract of Balance Sheet of client (listed Scheduled Commercial Bank) etc having more than Rs. 5 lac Crore balance sheet size (as available)/ another document acceptable to the Bank</p>
3	Presence in number of States / UTs as on 31.03.2024	<p>a) Presence in Delhi/ Gurgaon/ Noida – 10 marks</p> <p>b) Others – One mark each for additional State / UT - maximum 5 marks.</p>	15	Self-declaration in Annexure IX / constitution certificate.
4	Presentation	Shall be evaluated by the committee formed for the purpose.	30	Soft Copy of the Presentation
	Grand Total		100	

Note:-

1. Bidder is required to secure minimum seventy marks (70) aggregate in all parameter as mentioned above in order to be eligible for opening of the commercial bid.
2. Bidders have to upload supporting documents w.r.t. all four parameters to secure marks as per the criteria mentioned above along with Soft Copy of presentation on GeM portal.

Proforma for Integrity Pact

**To,
The Assistant General Manager (Taxation),
Finance Division
Punjab National Bank,
New Delhi**

Subject: Submission of Tender for the GST Consultant

Dear Sir,

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

I/We agree that the Notice Inviting Tender ("NIT") is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that the making of the Bid shall be regarded as an unconditional and Absolute Acceptance of this condition of the NIT.

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

Integrity Agreement

(On Rs.100 Non-Judicial stamp paper)

This Integrity Agreement is made at on thisday of 2024.

BETWEEN

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

And

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

Preamble

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

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

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced person.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- (1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans., technical proposal and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4- Compensation for Damages

(1). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive

suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.

Sh. Madhusudan Prasad (IAS-Retd.) has been appointed as Independent External Monitor (IEM) by our Bank. Their e-mail addresses are as under:

S.No.	IEM	E-mail	Mobile Number
1.	Sh. Madhusudan Prasad (IAS-Retd.)	mprasad23@gmail.com	9717585556

(The above person is not to be contacted for generic RFP related queries, as the queries must be directed to contact details mentioned in Bid Details)

- (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 have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

Section 9- Pact Duration

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

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

Section 10- Other provisions

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Place:

Dated:

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT

This Confidentiality –cum- Non disclosure Agreement is entered, between _____ a LLP/ Partnership Firm having its Registered Office at _____ and inter alia one of its office at _____ (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 inter alia among others, one of its Finance Division at Plot No. 4, Sector – 10, Dwarka, New Delhi - 110075 (herein after referred to as ‘PNB’).

WHEREAS: -

i. Service provider inter-alia is engaged in the business of providing GST Consultancy services in the field of GST related solutions & services to various business entities in India.

ii. PNB has agreed to disclose, transmit, receive, and/or exchange certain “confidential information” to cover the business transaction between parties for the provision of services related to (“the Purpose”) as more particularly described in Scope of work mentioned in Service Level Agreement (SLA) Dated, executed between the Service Provider and PNB.

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per SLA dated _____ (hereinafter referred to as ‘Agreement’). 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 trade secrets or 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 Arrangement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement.

Now this Agreement witnesses: -

1. Interpretation

In this Agreement “**Confidential Information**” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. 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, know-how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information, business information and any other information/ data 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.

2. Proprietary Information

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or 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 trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the foregoing, 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.

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.

4. 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.

5. Limit on Obligations

The obligations of the Recipient specified in clause 3 & 4 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary and Confidential 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 actions to avoid and/or minimize the extent of such disclosure.

6. 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 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. The obligation under this clause will not apply where it is necessary to retain any Confidential Information for the purpose as required by law or for internal auditing purposes or electronic data stored due to automatic archiving and back-up procedures.

7. 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)

M/s _____

- 1.
- 2.

Punjab National Bank

- 1.
- 2.

8. Term and Termination

This Agreement shall be effective from the date hereof and shall continue for a period of three (3) years or till the expiration or termination of this agreement as per the letter of engagement. However, the confidentiality obligations under this Agreement shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain, without breach of the Agreement. Upon expiration or termination as contemplated herein the Receiving Party shall immediately cease any and all disclosures or uses of Confidential information; and at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all written, graphic or other tangible forms of the Confidential Information and/or delete or make reasonably inaccessible all electronic copies thereof.

Nothing herein contained shall be construed as a grant by implication, estoppels, 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.

Notwithstanding termination/expiry of this Agreement, the obligations of the Receiving Party respecting disclosure and confidentiality shall continue to be binding and applicable all the time.

9. 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 jeopardise 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 loss and damages on account of such disclosure.

(c) Service Provider 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.

10. 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 these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration through Sole Arbitrator mutually appointed by the parties to the dispute and in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator shall give a reasoned award. Any appeal/ application will be subject to the exclusive jurisdiction of courts at Delhi. The bidder shall continue work during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained.

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

The Contract with the selected bidder shall be governed in accordance with the Laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at New Delhi (with the exclusion of all other Courts)

11. 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.

12. 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.

13. 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.

14. 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 favour 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.

15. No Assignment

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

16. 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.

17. 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.

18. Delay or Waiver

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

19. Indemnity:

Service Provider shall indemnify the Bank 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.

20. 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.

21. Modification

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

22. Miscellaneous

- a) This Agreement may 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) 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 agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For _____
Authorised Signatory
Name _____
Designation _____
Place:
Date:

For Punjab National Bank
Authorised Signatory
Name _____
Designation _____
Place:
Date:

Witnesses:

- 1.
- 2.

Annexure VIII- Undertaking from Bidder

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

Sir

Reg.: Application for Appointment as GST Consultant

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- Bidder means the bidder who is decided and declared so after examination of commercial bids.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

Annexure IX- Bidders Information
(to be submitted on the letter head of the bidder)

S. No.	Information	Particulars / Response
1.	Name of the Bidder Firm/LLP	
2.	Firm Registration No. allotted by ICAI, if applicable	
3.	Date of Incorporation of the Bidder firm/LLP	
4.	Address	
5.	Email	
6.	Account Name, Number and IFSC (for returning EMD money, if applicable)	
7.	Contact Number (Tel/ Mobile)	
8.	Office address	
9.	Office address at Delhi/ Gurgaon/ Noida along with details of Key person stationed at Delhi/ Gurgaon/ Noida and date of establishment of office at Delhi/ Gurgaon/ Noida	
10.	Relevant certificate for Start-ups recognized by Department of Industrial Policy & Promotion (DIPP).and MSE's having valid Udhyaam registration Certificate	
11.	Presence in how many towns in India (Provide Address)	
12.	No. of completed years for which practicing in India as on 31.03.2024	
13.	Name, address and account number of the firm's banker(s) Account Number, Account Name, IFSC, Bank Name	
14.	Name/s of partners (membership certificates issued by ICAI should be enclosed)	Details as per Annexure XVI
15.	Name of Partners Stationed at Delhi/ Gurgaon/ Noida	
16.	Person(s) proposed to be assigned for the services and his/their profiles	Details as per Annexure XVI
17.	Number of Employees	

18.	Number of C.A. Employees in the firm (out of above)	Details as per Annexure XVI
19.	Number of Employees who have done DISA/CISA	Details as per Annexure XVI
20.	Net worth during last three financial years along with financial statements 2020-21 2021-22 2022-23	
21.	Turnover during last three financial years along with financial statements 2020-21 2021-22 2022-23	
22.	Details of major assignments	
23.	PAN of the firm	
24.	GST registration number of the firm	
25.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of authorization letter/Power of Attorney)	
26.	Specimen Full signature and Initials of Authorized Signatory	
27.	Whether Bidder has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
28.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')
29.	Any other information considered relevant.	

Particulars of presence in different towns as on 31.03.2024:

S. No.	Name of the town with State/UT	Address of the Office	Name of the In-charge of the Office	Contact number and e-mail ID

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

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

We also acknowledge the information that this bid is valid for a period of 90 days, for the short-listing purpose, from the date of expiry of the last date for submission of bid.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

Annexure X- Compliance Statement

DECLARATION

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

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 RFP. (Any deviation may result in disqualification of bids).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of bids).	

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

Annexure XI- Litigation Certificate

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a firm / LLP incorporated under the _____ with its headquarters at, _____ is not involved in any litigation which threatens solvency of the Bidder.

Dated at ___ day of _____ 2024.

Signature of Proprietor/ Partner

Name of Proprietor/ Partner

Membership No.:

Seal of firm

UDIN:

Counter Sign by Bidder

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

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

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

Sir,

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

We are not banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI / Public Sector Bank/Undertaking and we are not having any disciplinary proceedings pending with ICAI/RBI against the applicant or any of the partners.

Further, during the last three years we have not:

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

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

Dated at __ day of _____ 2024.

Thanking You,

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

Annexure XIII

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

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

The Assistant General Manager (Taxation)

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

Sir,

Reg: RFP Reference No. Finance/GST/RFP/2024-25/01 (For appointment of GST Consultant by Punjab National Bank)

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

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

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

Please strike off whichever is not applicable

1. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country."
2. "I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from such a country. I hereby certify that _____ fulfils all requirements in this regard

and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

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

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

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

Dated at ___day of_____2024.

Yours faithfully,

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

List of documents enclosed:

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

Annexure XIV- Checklist for documents

Sl. No.	Documents	Attached in Bid (Yes/No)	Page No	
			From	To
1.	Letter of Consent- Annexure I.			
2.	Relevant certificate for Start-ups recognized by Department of Industrial Policy & Promotion (DIPP).and MSE's having valid Udyam registration Certificate			
3.	Signed copy of Eligibility Criteria –Annexure –II along with supporting documents			
4.	Signed copy of Annexure V along with Supporting documents for Technical Evaluation including Presentation			
5.	Integrity Pact - Annexure – VI			
6.	Confidentiality cum Non-Disclosure Agreement- Annexure VII			
7.	Undertaking from Bidder- Annexure- VIII			
8.	Bidder's Information as Per Annexure – IX			
9.	Compliance Statement as Per Annexure-X			
10.	Litigation Certificate as Per Annexure-XI			
11.	Undertaking For Non-Blacklisted/ Banned etc. as Per Annexure-XII			
12.	Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23 rd July 2020 issued by Ministry of finance department of expenditure- Annexure XIII			
13.	Details of Partners and C.A/DISA/CISA Employees on Firm's payroll –Annexure - XVI			
14.	Earnest Money Deposit/ Bank Guarantee in lieu of EMD Annexure XVII			
15.	Certification of Local Content Annexure XVIII			
16.	Signed Copy of RFP Document and Corrigendum, if any			

17.	Resolution in Favour of Authorized Person and Power of Attorney/Authorization Letter in case the Authorized Person Delegates Authority to another Person of the bidding entity to sign the Bid Documents.			
18.	CA Certificate for turnover of last 3 years and net worth as on 31.03.2023			

Note:

- a) All pages of the bid documents must be signed by authorized person.
- b) All pages of the bid documents should be numbered in serial order i.e. 1, 2,3, and so on.

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Bidder

Annexure XV

FORMAT FOR COMMERCIAL OFFER

COMMERCIAL DETAILS (To be submitted online only)

Commercial Bid

Monthly fee as GST consultant for the Bank (inclusive of GST) to be quoted / submitted at GeM portal only.

Note:

- (A) The bidder has to submit the commercial bid only in the above format. Any other format would be summarily rejected at the time of opening the bid.
- (B) Bidder shall quote all the figures in numbers and words as per above format in commercial bids.

Annexure XVI

DETAILS OF PARTNERS/DIRECTORS AND C.A./DISA/CISA EMPLOYEES ON FIRM'S PAYROLL

<u>SR.NO.</u>	<u>NAME</u>	<u>Capacity</u> <u>(Partner/</u> <u>Directors</u> <u>Employee)</u>	<u>Qualification</u> <u>(C.A./CISA/</u> <u>DISA)</u>	<u>CA</u> <u>MEMBE</u> <u>RSHIP</u> <u>NUMBE</u> <u>R (if</u> <u>Applicab</u> <u>le)</u>	<u>EXPERIE</u> <u>NCE</u>	<u>YEARS</u> <u>WITH THE</u> <u>BIDDER</u>	<u>REMA</u> <u>RKS</u>

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

Annexure XVII

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

The Assistant General Manager (Taxation)

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

In accordance with your bid reference no. _____
Dated _____ M/s _____
constituted under _____ (Name of the Act) having its
registered office at _____ (herein
after Called _____ wish to participate in the said bid for RFP. An irrevocable
Financial Bank Guarantee (issued by a nationalized/scheduled commercial Bank)
against Earnest Money Deposit amounting to Rs. _____ Rupees (in
words _____) valid up to _____ is required to be submitted by the bidder,
as a condition for participation in the said bid.
M/s _____ having its registered office at
_____ has undertaken in pursuance of their offer to Punjab
National Bank (hereinafter called as the beneficiary) dated _____ has
expressed its intention to participate in the said bid and in terms thereof has
approached us and requested us _____ (Name of
Bank) _____ (Address of Bank) to issue an irrevocable
financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs /-
_____ Rupees (in words _____) valid up to _____.

We, the _____ (Name of
Bank) _____ (Address of Bank) having our Head office at
_____ therefore Guarantee and undertake to pay immediately
on first written demand by Punjab National Bank, the amount Rs. _____ Rupees
(in words _____) without any reservation, protest, demur and recourse
without the beneficiary needing to prove or demonstrate reasons for its such demand.
Any Such demand made by said beneficiary shall be conclusive and binding on us
irrespective of any dispute or difference raised by the bidder. This guarantee shall be
irrevocable and shall remain valid up to _____. If any further extension of this
Guarantee is required, the same shall be extended to such required period on
receiving instructions in writing, from _____, on whose behalf
guarantee is issued. "Notwithstanding anything contained herein above our liability
under this Bank guarantee shall not exceed Rs _____ Rupees (in
words _____). This Bank guarantee shall be valid up to _____. We are
liable to pay the guaranteed amount or any part thereof under this Bank guarantee
only if you serve upon us a written claim or demand, on or before _____
hours (Indian Standard Time) where after it ceases to be in effect in all respects
whether or not the original Bank guarantee is returned to us." In witness whereof the

Bank, through its authorized officer has set its hand stamped on this _____
Day of _____ 2024 at _____

SIGNATURE OF THE BANK

Annexure-XVIII

CERTIFICATION OF LOCAL CONTENT

The Assistant General Manager (Taxation)

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

Dear Sir, I/ We hereby declare that

M/s meets the "Local Content" requirement for "Class-I/Class-II Local Supplier", as required by the Bank in this tender specifications.

"Class-I/Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum "local content" as prescribed for Class-I local supplier as per DPIIT vide OM P-45021/2/2017PP (BE-II) dated 16.09.2020 issued the Public Procurement (Preference to Make in India) Order 2017-revision.

The "local content" requirement to categorize a supplier as "Class-I Local Supplier" is minimum 50% and the "local content" requirement to categorize a supplier as "Class-II local supplier" is minimum 20%.

"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.

Sign & Seal of

Practicing Cost Accountant or Practicing Chartered Accountant