



REQUEST FOR PROPOSAL (RFP) FOR HUMAN RESOURCES MANAGEMENT SYSTEM (HRMS) SERVICES

**FOR
PNB Cards & Services Limited
6th Floor, PNB House,
7-Bhikaji Cama Place
New Delhi-110067
<https://pnbcsl.in>**

Contents

| | |
|---|----|
| Request For Proposal (RFP) Notice | 5 |
| SECTION I | 6 |
| 1. INTRODUCTION | 6 |
| 2. INFORMATION PROVIDED | 6 |
| 3. FOR THE RESPONDENT ONLY | 7 |
| 4. CONFIDENTIALITY OF RFP DOCUMENT..... | 7 |
| 5. NO LEGAL RELATIONSHIP | 7 |
| 6. RECEIPT'S OBLIGATION TO INFORM ITSELF | 7 |
| 7. EVALUATION OF OFFERS | 7 |
| 8. ERRORS AND OMISSIONS | 7 |
| 9. ACCEPTANCE OF TERMS | 8 |
| 10. COSTS BORNE BY THE RESPONDENTS | 8 |
| 11. PURPOSE, SCOPE AND CONTRACT PERIOD OF THE RFP | 8 |
| 12. RFP SUBMISSION..... | 8 |
| 13. RFP VALIDITY PERIOD | 9 |
| 14. LATE RFP SUBMISSION..... | 10 |
| 15. REQUESTS FOR INFORMATION/ CLARIFICATIONS | 10 |
| 16. COMPANY'S RIGHT TO ACCEPT AND/ OR REJECT ANY OR ALL BIDS..... | 10 |
| 17. ELIGIBILITY CRITERIA | 10 |
| 18. DISQUALIFICATION..... | 11 |
| SECTION II | 12 |
| 19. ELIGIBILITY CRITERIA | 12 |
| SECTION III | 14 |
| 20. Scope of Work – HRMS Solution for PNB CSL..... | 14 |
| SECTION IV | 19 |
| EVALUATION PROCESS | 19 |
| 1. TECHNICAL BID EVALUATION | 19 |
| 2. FINANCIAL BID EVALUATION..... | 20 |
| SECTION V | 21 |
| 1. TERMS and CONDITIONS | 21 |
| 2. OTHER TERMS OF RFP | 22 |
| 2.1 CONFIDENTIALITY PROVISION | 22 |
| 2.2 Non-Disclosure | 22 |
| 2.3 ACCEPTANCE OF PROPOSALS | 23 |

| | | |
|--|---|-----------|
| 2.4 | LIABILITY FOR ERRORS | 23 |
| 2.5 | APPLICABLE LAW and JURISDICTION OF COURT | 23 |
| 2.6 | Force Majeure | 24 |
| 2.7 | Data Protection | 25 |
| 2.8 | INDEMNIFICATION | 25 |
| 2.9 | INSPECTION AND AUDIT..... | 25 |
| 2.10 | CONTINUITY OF BUSINESS | 25 |
| 2.11 | NOTICES AND OTHER COMMUNICATION | 25 |
| 2.12 | TERMINATION | 26 |
| 2.13 | ASSIGNMENT: | 27 |
| 2.14 | SUB-CONTRACTING: | 27 |
| 2.16 | USE OF NAME/LOGO OF THE PNBCSL | 27 |
| 2.17 | PERFORMANCE GUARANTEE AND PENALTIES | 27 |
| 2.17 | LIQUIDATED DAMAGES:..... | 28 |
| Annexure-I | | 29 |
| Annexure-II | | 32 |
| Annexure-III | | 33 |
| Annexure-IV | | 34 |
| Annexure-V | | 35 |
| Annexure-VI | | 36 |
| Annexure-VII | | 37 |
| Annexure-VIII | | 38 |
| Check list of Documents to be submitted | | 39 |

DISCLAIMER

The information contained in this Request for Proposal (RFP) document is provided to the applicants on the terms and conditions set out in this RFP document.

The RFP document is neither an agreement nor an offer and is only on invitation by PNB Cards & Services Limited ("PNBCSL" or the "Company") to the interested parties for submission of proposal to this RFP. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations s analysis and should check the accuracy, reliability and completeness of their information in this RFP and where necessary, obtain independent advice from independent sources. The Company, its employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including as to the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. PNB Cards & Services Limited. (PNBCSL) shall in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. PNBCSL reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. PNBCSL does not accept any liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respects will be at the Bidder's risk and may result in rejection of the Bid. The issue of this RFP does not imply that PNBCSL is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and PNBCSL reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

Please note that the decision of PNBCSL shall be final, conclusive and binding on all the Parties s we are not answerable to anyone.

Request For Proposal (RFP) Notice

RFP Ref. No.PNBCSL/RFP/HR/2025-26/003 /Human Resources Management System (HRMS) Services.

| Sl. | Particulars | Remarks |
|-----|---|--|
| 1. | RFP Issue Date | 09.09.2025 |
| 2. | Last date Pre-Bid Query | 12.09.2025 |
| 3. | Last date for bid submission | 20.09.2025 BY 05:00PM |
| 4. | Date of opening of Bid | 22.09.2025 |
| 5. | Presentation of Services | 24.09.2025 (For eligible bidders) |
| 6. | Technical Evaluation | 25.09.2025 |
| 7. | Date of opening of financial bid | Will be intimated separately |
| 8. | Bid Validity period | 180 days |
| 9. | Period of Contract | 36 Months |
| | Address for Bid Submission and Contact Details: <i>Bids submitted anywhere else would be liable for rejection.</i> | To, Chief People Officer, PNB Cards & Services Limited, 6th Floor, 7-PNB House, Bhikaji Cama Place, New Delhi-110067. Email: HR@PNBCSL.CO.IN Contact: +91 8700448244 |

SECTION I

1. INTRODUCTION

PNB Cards & Services Limited (PNBCSL) is a wholly owned subsidiary of Punjab National Bank having corporate office at 6th Floor, 7 PNB House, Bhikaji Cama Place, New Delhi-110067 is engaged in sourcing of Retail Business and Credit Card leads to Punjab National Bank. Further, the Company has broadened its scope which includes sourcing of/ canvassing for Housing / Vehicle Loans, marketing of Credit Cards, Education loans and other retail products etc. The Company has at present 7 Territory Offices and has market presence in PAN India.

This request for proposal document ("RFP") has been prepared solely for the purpose of enabling PNBCSL to procure Human Resources Management System (HRMS) Services. The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement in respect of the solution. The provision of the solution is subject to appropriate documentation being agreed between PNBCSL and the eventual successful bidders.

Meaning of terms used in RFP document:

Following terms are used in the document interchangeably to mean:

1. "PNBCSL" means "PNB Cards & Services limited."
2. "RFP" means this RFP for "Procurement of Human Resources Management System (HRMS) Service" in its entirety, inclusive of any addenda that may be issued by PNBCSL from time to time.
3. "Assignment" means the work to be performed by the selected Bidder pursuant to the Contract.
4. "Contract" or "Agreement" means the contract to be signed along with all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
5. "Day" means calendar day.
6. "Proposal / Bid / Tender" means Response to the RFP Document.
7. "Successful / Selected Organization or Bidder/ Recipient/Respondent" means the organization/ bidder selected as the successful Bidder by the PNBCSL in accordance with this RFP.

2. INFORMATION PROVIDED

The RFP document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into contract or arrangement with PNBCSL in relation to the empanelment of manpower agencies. The contracting party is advised to conduct its own due diligence before submission of bid. Neither PNBCSL nor any of its directors, employees, agents, representatives, contractors, or advisors give any representation or warranty (oral or written), express or implied, as to the accuracy, updating or completeness of any writings, information or statement given or made in this RFP document.

3. FOR THE RESPONDENT ONLY

The RFP document is intended solely for the information of the party to whom it is issued ("the Recipient" or "the Respondent" or "the bidder").

4. CONFIDENTIALITY OF RFP DOCUMENT

The RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The RFP is provided to the Recipient on the undertaking of confidentiality given by the Recipient to PNB CSL. PNB CSL may update or revise the RFP document or any part of it. The Recipient acknowledges that any such revised or amended document shall be received subject to the same confidentiality undertaking. The Recipient will not disclose or discuss the contents of the documents with any officer, employee, consultants or other person associate or affiliated with the Company without the prior written consent of the Company.

Disclosure of receipt of any part of the aforementioned information to any third party will result in the disqualification of the Recipient, pre-mature termination of the contract, or legal action against the Bidder for breach of trust.

5. NO LEGAL RELATIONSHIP

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

6. REEPIENT'S OBLIGATION TO INFORM ITSELF

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

7. EVALUATION OF OFFERS

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

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

8. ERRORS AND OMISSIONS

Each Recipient should notify PNB CSL through E-Mail hr@pnbcsl.co.in of any error, fault, omission or discrepancy found in this RFP document. However, such notification must pertain to proposal related details.

9. ACCEPTANCE OF TERMS

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

10. COSTS BORNE BY THE RESPONDENTS

All costs and expenses / charges / fees/ incurred by the Respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance of meetings, discussions, etc or for providing any additional information required by the Company will be borne entirely and exclusively by the Respondent.

11. PURPOSE, SCOPE AND CONTRACT PERIOD OF THE RFP

The purpose of this RFP is to inform potential Bidder/Service provider for providing Human Resources Management System (HRMS) application as SaaS Modal, fully compliant with Meity Guidelines. Detailed Scope of work is given in **SECTION III**.

Contract Period: The initial contract period will be for 36 months. However Contract can be extended for a further period of 36 months with same terms & conditions upon satisfactory performance of Vendor and subject to discretion of the PNB CSL management.

12. RFP SUBMISSION

- i. RFP will be available on the Company's website <https://pnbcsl.in> at notices/advertisements section.
- ii. The proposal should be prepared in English in pdf format. All correspondence will be in English.
- iii. The Bid shall be typed in indelible ink and shall be signed by the Bidder or Person or persons duly authorized to bind the Bidder to the contract. The person or Persons signing the Bids shall put their initial on all pages with their rubber stamp of the company while submitting Bids. Overwriting is strictly not permitted in the Bids or else may get rejected. The Company reserves the full right to accept or reject the Bids not conforming to the above.
- iv. The RFP response document along with all Annexures should be submitted in physical copies in sealed envelopes in two sets in original. **Envelope-I** to be superscribed as "Technical Bid for the Human Resource Management System Services for PNB CSL". **Envelope-II** to be superscribed as "Financial Bid for the Human Resource Management System Services for PNB CSL". The Technical Bid Envelope and the Financial Bid Envelope prepared as above are to be kept in a single sealed envelope superscribed as "Tender for Human Resource Management System for PNB CSL".
- v. The tender prepared by the Bidder, as well as all the correspondence and documents relating to the Tender exchanged by the Bidder and the Company and supporting documents and printed literature shall be in English language only.

The technical bid should consist of the following:

- a. A letter on bidder's letterhead mentioning:

- i. Details of technical competence and experience of the bidder
 - ii. Certifying that the period of the validity of the bid is 180 days from the target date of submission of bid.
- b. Supporting documents in respect of Eligibility Criteria as mentioned in Annexure I.
- c. Supporting Documents for Technical Evaluation.
 - i. Bidders' information as per **Annexure-I** on bidder's letter head.
 - ii. Letter of Undertaking as per **Annexure IV** on bidder's letter head.
 - iii. Audited balance sheets and profit and loss account statement for the last 3 years.
 - iv. A copy of the board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.
 - v. Response to all points of the Technical Evaluation format as per Annexures enclosed.
 - vi. The sealed envelopes should be submitted to the address mentioned above by Speed Post/Courier/Registered AD or hand delivered.
 - vii. All the pages of the proposals are to be numbered and be signed by the authorized signatory on behalf of the Bidder. The number should be a unique running serial number across the entire document.

Please note that in the following cases, the Company, in its absolute discretion, may reject the bids received from the bidder:

- a. Submission of Bid after the Time stipulated in this RFP Document.
- b. Misleading / incomplete information/ submission of improper/ incomplete documentation.
- c. Bid submission without bidder's name.
- d. Envelopes are not in order as directed in this document.

In the following circumstances, the Company will have discretion to reject the Proposal/ response or accept the Proposal/ response with some conditions stipulated by the Company:

- a) Proposal/Response submitted by holding company and/or its subsidiary.
- b) Proposal/Responses submitted by two or more companies having common director(s).
- c) Proposal/ Responses submitted by two or more companies having the same group of promoters/ management.
- d) Any other Proposal/ Response in the sole discretion of the Company, which is in the nature of multiple bids.
- e) Emailed copies of any submission are not acceptable and shall be rejected by the Company.
- f) Only one bid shall be accepted from one vendor. In case vendor is submitting more than one bid all the bids submitted by the vendor shall be disqualified.

13. RFP VALIDITY PERIOD

Bid submit by the bidder shall be valid for 180 days from the last date of Bid submission. The PNBCSL may ask further extension of validity by e-mail, if required. If any query related to Bid process, or specific clause you can send email to hr@pnbcsl.co.in.

The company will reply to individuals and notify the shortlisted Bidders individually by email as soon as practicable, about the status of the RFP evaluation process.

14. LATE RFP SUBMISSION

Timely submission of responses is strongly encouraged and recommended. Tender submissions after the bid submission date shall be documented by the Company and may be considered and evaluated/rejected at the absolute discretion of the Company. However, the Company has no obligation to accept or act on any reason for a late Tender response. The Company has no liability to any Respondent who lodges a late tender submission for any reason whatsoever including tender responses taken to be late only because of another condition of responding.

15. REQUESTS FOR INFORMATION/ CLARIFICATIONS

Respondents are required to direct all communication requests for information/clarification related to this RFP through e-mail mentioned hereinabove.

The Company may, in its absolute discretion seek additional information or material from any Respondents after the RFP closes and all such information and material provided must be taken to form part of that Respondent's response.

The Company is not bound to reply to the queries not pertaining to this RFP. Replies shall be at Company's discretion. The company's replies shall be final and acceptable to all bidders.

16. COMPANY'S RIGHT TO ACCEPT AND/ OR REJECT ANY OR ALL BIDS

PNBCSL reserves the right to accept or reject any Bid in part or in full or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action. The Company shall notify Respondents in writing (as soon as practicable) if the Respondent's submission has been rejected. The Company is not obliged to provide any reasons for any such rejection. The final outcome of the RFP shall be communicated to the bidders after opening and necessary processing of commercial bids of bidders. No separate communication will be issued by the Company.

17. ELIGIBILITY CRITERIA

Interested Bidders, who are providing solution as explained in **Section II** hereof and meeting the Eligibility Criteria may respond to this RFP.

The Bidder needs to comply with all the eligibility criteria mentioned above to be evaluated for technical evaluation. Non-compliance to any of these criteria would result in outright rejection of the bidder's proposal. The bidder should enclose proof in

support of all eligibility criteria while submitting the Bid Proposal, failing which the Bid Proposal will not be considered for further evaluation.

During evaluation of the Tenders, the Company, at its discretion, may ask the bidder for clarification in respect of its tender. The request for clarification and the response shall be in writing, and no change in the substance of the tender shall be sought, offered, or permitted.

The Company may, at its own discretion relax one or more of the conditions for the vendors who have already provided similar services to another Company.

Bid is open to all Bidders who fulfil the eligibility criteria. The bidder has to submit the details of eligibility criteria as per Annexure I.

18. DISQUALIFICATION

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

SECTION II

19. ELIGIBILITY CRITERIA

The RFP Bids will be evaluated by the Company based on their competitiveness, suitability and IT compliances to the Company's requirement.

The Bidder should have been in operation in India for at least for 5 years ending 31st March 2025 years i.e registered under Company Act on or before 31/03/2020.

Following minimum credentials shall be desirable for acceptance of financial bid:

| S.No | Basic Requirement | Specific Requirement | Documents Required |
|------|-------------------|--|--|
| 1. | Legal Entity | The bidder should be registered Company in India and incorporated under Indian Companies Act 1956/2013. | Copy of valid Registration/Incorporation Certificate duly signed by Authorized signatory. |
| 2. | Experience* | 1. Bidder should have successful engagement in providing HRMS Services, HR/Labour Compliances & Payroll management Services in last 5 years . 2. Bidder should have done at least 5 projects in last 5 years ending 31/03/2025. Out of which at least 2 projects in last 3 years. | Copies of purchase order Purchase/Work order/Satisfactory Completion certificate etc are required to be enclosed with the technical bid. |
| 3. | Turnover* | Average Annual Turnover of the Bidder during each of the last Three financial years, i.e. FY 2021-22, FY 2022-23, 2023-24 should be Rs. 500 Lakhs and above. | 1. Audited Balance Sheet duly signed by authorized signatory. OR 2. CA Certificate with CA's Registration Number/ Seal OR 3. Copy of ITR with details of Turnover duly signed by authorized signatory. |
| 4. | Networth | Bidder should have minimum networth of Rs.100.00 Lakh in each of the last three Financial Years (FY 2021-22, 2022-23, 2023-24) | 1. Audited Balance Sheet duly signed by authorized signatory. OR 2. CA Certificate with CA's Registration Number/ Seal |
| 5. | Certification | Company should be ISO 27001 and certified. | Copy of certificate to be attached. |

| | | | |
|-----|-----------------------------------|---|---|
| 6. | Tax Registration | The company shall hold valid GST and PAN certifications. | Copies of relevant certificates or registration duly signed by authorized signatory. |
| 7. | Blacklisting | The bidder shall not have been blacklisted by any central or state government agency, PSU, BFSI, etc. | Undertaking in this regard to be submitted by authorized signatory |
| 8. | Office Location | The bidder should have an office in India | Copies of supporting documents duly signed by authorized signatory. |
| 9. | Ownership | The bidder should not be owned or controlled by any of the Directors or present/past employees (or relatives) of PNB CSL and/or Punjab National Bank. | Self-declaration on the bidder's letter head |
| 10. | Data Localization and Data Safety | | Undertaken to be submitted on the bidder's letter head duly signed by authorized representative |

***Note:** Proper Letter/document regarding authorized signatory must be submitted for e.g. Board Resolution in case of Company.

- The bidder shall be disqualified if it fails to satisfy the qualifying criteria during any stage of evaluation process. Supplementary information or documentation regarding qualifications may be sought from the bidders at any time and must be so provided within a reasonable time frame as stipulated by the client. The Criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the bidder will be entirely at Company's discretion.
- The bidder should provide single window for all end-to-end services such as implementation, configuration, maintenance and training to the end users. The development and support team of vendor shall be available offsite to support PNB CSL as and when required.
- The company should earmark a dedicated SPOC and should provide escalation matrix for better coordination during the contract. Contact details and address of company's office to be provided in the tender. Physical verification may be done by PNB CSL before awarding the contract.
- Vendor Management and Third-Party Compliance
 - i) Service Level Agreements (SLAs): The HRMS and Payroll vendor should have SLAs with key performance indicators (KPIs) for availability, support, incident response time, and resolution.
 - ii) Third-Party Risk Management: Ensure the vendor has mechanisms to evaluate and manage the risks associated with their own third-party providers.

SECTION III

20. Scope of Work – HRMS Solution for PNB CSL

Introduction

This document defines the Scope of Work for implementing a secure, scalable, and feature-rich Human Resource Management System (HRMS) solution at PNB CSL. The solution shall centralize and digitize all HR-related functions across the organization, improving operational efficiency, ensuring regulatory compliance, and enhancing employee experience.

The solution must support web-based and mobile interfaces and include attendance via biometric devices and mobile applications, incorporating geo-tagging and facial recognition. The attendance data must be visualized through a real-time map-based dashboard, showing presence and location of employees. All functionalities must comply with MeitY Cyber Security Guidelines (Govt. of India), GIGW 3.0, OWASP security principles, and government IT standards. Implementation is expected within two months, followed by a two-month parallel run.

The HRMS software is intended to provide end to end services for onboarding of On-role Employee, Employee from deputation from Parent organizations. Presently, there are around 150 On-Roll Employees.

A. For EMPLOYEES:

1. Core HR Functionality

- a. Computation and preparation of the monthly payroll including Income Tax processing.
- b. Maintain detailed records of all employees i.e. regular and deputed staff.
- c. Centralized employee data management with defined user roles and access levels.
- d. Super admin access for managing data, assigning/revoking access.
- e. Employee search, viewing/updating organization structures.
- f. Configurable access levels for reports (Basic, Moderate, Full).
- g. Auto-generated HR reports: Headcount, Attrition, MIS, ad-hoc.
- h. Bulk data upload for adding/updating records.

2. Employee Self-Service (ESS) Portal

- a. Available on web and mobile.
- b. Features for employees:
 - i. Update personal details.
 - ii. Apply for and track leaves.
 - iii. Manage goals/KRAs with approval workflows.
 - iv. Access archived documents (appraisal letters, promotions, etc.).
 - v. Submit resignations online with approval routing.
- c. Leave & Attendance:
- d. Upload documents for leave approval.
- e. Prevent leave applications with negative balance.
- f. Biometric and geo-tagged mobile attendance.

- g. The system enables managers to remotely access and visualize the geo-coordinates of subordinate attendance entries via an integrated Map View interface.
- h. View HR policies and manuals within ESS.
- i. Download user guides explaining workflows.
- j. Automated reminders for pending actions.

3. Manager Self-Service (MSS) Portal

- a. Available on web and mobile.
- b. Approval workflows for:
 - i. Vacancy Management: Raise requisitions, review candidates.
 - ii. Leave & Attendance: Review and act on requests.
 - iii. Confirmation: Approve probation confirmations.
 - iv. Performance Management: Approve goals, conduct appraisals.
 - v. Compensation: Submit increments.
 - vi. Exit Management: Accept/reject resignations, clearances.
- c. Auto-reminders for pending actions.
- d. Access reports (leave, PMS, attendance) for team members.
- e. Downloadable user manuals for MSS workflows.

4. Recruitment and Onboarding

- a. Seamless transition from candidate to employee.
- b. Auto-generated employee code with alert to stakeholders.
- c. Alert if resignation acceptance from previous employer is missing.
- d. Trigger alerts for joining date changes.
- e. Auto-conversion to employee status on joining date.
- f. MIS dashboard for recruitment/onboarding progress.
- g. Pre-boarding with document uploads.
- h. Offer and appointment letter generation and acceptance.
- i. Central recruitment dashboard.
- j. Stage-based automated emails.
- k. Role-based assessments.

5. Leave & Attendance Management

- a. Integrated with ESS.
- b. Daily biometric and geo-tagged mobile attendance logs.
- c. Automatic syncing of attendance to HRMS.
- d. Option to import attendance from external sources (FTP/API).
- e. Failure alerts for syncing errors.
- f. Absconding process after consecutive absence.
- g. Admin access to apply leave on employee's behalf.
- h. Daily reminders to employees for unmarked attendance.
- i. Monthly absence summaries via SMS/email.
- j. Editable yearly leave calendars.
- k. Location-wise holiday management and uploads.
- l. Carry-forward of leaves with editable rules.
- m. Automated Year End Process

- n. Front-end leave type creation and policy setup with capability of creation of multiple policies.
- o. DOJ- and DOL-based leave allocation.
- p. Attendance & Leave Reports:
 - i. Daily logs with in/out time.
 - ii. Master roll reports.
 - iii. Leave encashment and balance reports.
 - iv. Transaction logs.
 - v. Location-wise holiday reports.

6. Confirmation Process

- a. Admin-defined workflows and due dates.
- b. System-generated confirmation forms 15 days in advance.
- c. Auto-generation of confirmation letters with digital signatures.
- d. Online filing of confirmation documents in employee records.

7. Performance Management System (PMS)

- a. Configurable appraisal cycles (Full year/HY1/HY2/Qtr1/Qtr2/Qtr3/Qtr4).
- b. Target PMS cycles to selected employees.
- c. Customizable rating scales, bell curves.
- d. Role-based goal setting with auto-assignment.
- e. Maintain goal library with bulk update options.
- f. Role-based goals with detailed structure (type/weight/measure).
- g. Self-assessment, manager review, and skip-level approval.
- h. Upload of final ratings with locking and controlled visibility.
- i. Final ratings replace manager inputs post upload.
- j. Automated reminders during PMS cycles.
- k. Managers can track appraisal status.
- l. Generate and archive performance letters with digital signature.
- m. PMS linked with ESS/MSS.
- n. Excel import of final approved ratings.
- o. On-demand PMS reports.

8. Compensation Management

- a. Manage and update compensation structures.
- b. Bulk upload of variable pay, bonuses, etc.
- c. Track compensation changes historically.
- d. Upload benchmarking data for roles.
- e. Define compensation metrics and appraisal budgets.
- f. Role-based access to compensation modules.
- g. Allow managers to submit increment proposals.
- h. Generate increment letters with digital signatures.

9. Exit Management

- a. Employees can resign through the system.
- b. Auto-generated clearance checklist to stakeholders including line manager.
- c. Dynamic update of clearance SPOCs.
- d. Manager can change Last Working Day (LWD).
- e. System checks that LWD is a working day.
- f. Approval workflows for notice period waivers.
- g. Exit screen to display shortfall calculations.
- h. Stakeholders can track pending clearances.
- i. Reminders for clearance delays.
- j. Alerts for regularizing pending leaves.
- k. Auto-generated relieving & service letters with e-sign.
- l. Upload F&F and tax slips.
- m. Auto-email final documents to exiting employee.
- n. Reassign team of exiting managers to skip manager.
- o. Status update to stakeholders.
- p. Auto calculation and consolidation of dues.
- q. Exit interview forms to be sent and stored.

10. Grievance Management System

- a. Integrated with ESS.
- b. Option for anonymous complaint submission.
- c. SLA-driven workflow with escalation matrix.
- d. Auto-mailers for complaint updates.
- e. Provision for additional grievance modules.

11. Cybersecurity and IT Compliance

- a. Full compliance with MeitY Cyber Security Guidelines.
- b. Adherence to GIGW 3.0 and OWASP principles.
- c. Hosting on NIC or MeitY-approved cloud infrastructure.
- d. Data encryption (at rest and in transit).
- e. Multi-factor authentication, RBAC, and user audit trails.
- f. Regular VAPT audits and penetration testing.
- g. Disaster Recovery & Backup policies with off-site replication.
- h. All data remains property of PNBCSL with monthly backup to Head Quarter.

12. Implementation & Training

- a. Project duration: 2 months implementation + 2 months parallel run.
- b. Data migration with validation and integrity checks.
- c. End-user training sessions and manuals.
- d. Admin onboarding and configuration training.
- e. Support desk during and post-deployment.

B. Report Generation under Payroll Compliance Activities

- I. The Employees Provident Fund and Miscellaneous Provisions Act – 1952
- II. The Employee State Insurance Corporation Act- 1948
- III. Preparation of monthly ECR
- IV. Provide the output details to the client for remittance of the contribution.

- V. Prepare and submit the Monthly MIS on the Challans.
- VI. Provide the acknowledgement to the client.
- VII. The Labor Welfare Fund Act
- VIII. Generate the ESI Challans and intimate the client for the remittance of the contribution.
- IX. Generation of Bank Voucher and Bank Salary Sheet as per requirements of PNBCSL.
- X. Preparation of all statutory returns as per statutory periodicity
- XI. Prepare and submit the Monthly MIS on the Challans
- XII. Preparation of reply /demand challans
- XIII. Employee Professional Tax returns of various states.
- XIV. Preparation of all statutory returns as per statutory periodicity however the payment Charges wherever required shall be provided by the client (if online payment is not facilitated by the government)
- XV. Preparation and filing of statutory contributions challans.

C. Compliance of the following Acts to be ensured:

- I. The Shops and Commercial Establishment Act.
- II. The Contract Labour (Regulation & Abolition) Act – 1970
- III. The Minimum Wages Act – 1948
- IV. The Payment of Wages Act – 1936
- V. The Equal Remuneration Act – 1976
- VI. The Maternity Benefit Act – 1961
- VII. The Payment of Bonus Act – 1965
- VIII. The Payment of Gratuity Act – 1972
- IX. The Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959
- X. The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- XI. The Employees' Compensation Act 1923
- XII. Apprentice Act – 1961
- XIII. Industrial Disputes Act, 1947
- XIV. Child Labour (Prohibition s Regulation) Act,1986
- XV. Any other application act in this regard.

SECTION IV

EVALUATION PROCESS

1. TECHNICAL BID EVALUATION

As the first step, the Technical Bid will be evaluated based on the “Technical Evaluation Methodology” provided in the subsequent section.

| Sl. | Parameters | Breakup of Parameter | Weightage/ Score | Max Score/ Cutoff marks | Documents to be submitted by bidder(Duly attested) |
|-----|--|--|------------------|-------------------------|---|
| 1 | Experience in implementing & Handling of HRMS, HR/Labour Compliance & Payroll managed Services: | Minimum 5 ongoing projects | 8 | 15/8 | |
| | | > 5 to 8 ongoing projects | 10 | | |
| | | >8 to 10 ongoing projects | 12 | | |
| | | above 10 ongoing projects | 15 | | |
| 2 | Experience in successfully and supporting HRMS, HR/Labour Compliances and payroll managed services | Minimum 5 years | 8 | 15/8 | |
| | | Above 5 years and up to 10 years | 10 | | |
| | | Above 10 years | 15 | | |
| 3 | Bidder Turn Over in 3 F.Y. (2021-22, 2022-23, 2023-24) | Minimum Rs.500 Lakhs | 10 | 20/10 | |
| | | Above Rs. 500 Lakhs to Rs.1000 Lakhs | 12 | | |
| | | Above Rs. 1000Lakhs to Rs.1500 Lakhs | 15 | | |
| | | Above Rs. 1500Lakhs to Rs. 2000 Lakhs. | 20 | | |
| 4 | Net worth in last 3 F.Y. (2021-22, 2022-23, 2023-24) | Minimum Rs.100 Lakhs | 10 | 20/10 | |
| | | 100 Lakhs to Above Rs. 500 Lakhs | 12 | | |
| | | Above Rs. 500 Lakhs to Rs. 800 Lakhs | 15 | | |

| | | | | | |
|----|---|----------------------|----|---------------|--|
| | | Above Rs. 800 Lakhs. | 20 | | |
| 5. | Presentation as per scope of work with emphasis on approach of the solution proposed including its design | | | 30/14 | |
| | Total | | | 100/50 | |

2. FINANCIAL BID EVALUATION

The Commercial Proposals will be opened only for those Vendors whose Technical Proposals qualify as per the Technical Bid Evaluation criteria. The Commercial Proposals of the other Vendors will not be opened.

Of the Commercial proposals opened, the lowest "Project-Cost" will be designated as "L1" and awarded a score of 100. For the other qualifying Vendors, their Commercial-Score will be calculated according to the formula:

$$\text{Commercial Score} = (\text{Project-Cost of "L1"})/(\text{Project-Cost of Vendor}) \times 100$$

Calculation of Final Score

The "Final Score" of each qualifying Vendor will be calculated as indicated below.

$$\text{Final Score} = 0.7 \times (\text{Technical Score}) + 0.3 \times (\text{Commercial Score})$$

Subsequent to the opening of Commercial Proposals, the Vendor attaining the highest Final Score will be designated as H-1 and considered for award of the contract. In the event of a tie in the Final Score, the Vendor with the higher Technical Score, as determined through the evaluation process, will be given preference for contract award."

The bids found lacking in strict compliance to the commercial bid format (**annexure—VIII**) may get rejected.

The MD & CEO of the Company reserves the right to withdraw/relax any of the terms and conditions mentioned above.

SECTION V

1. TERMS and CONDITIONS

- I. The Bidders willing to submit responses to this RFP should abide by all the terms and conditions mentioned in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses will be disqualified and will not be considered for the selection process.
- II. All responses should be in English language.
- III. Bids must be submitted in two parts a) Technical Bid and b) Financial Bid (In sealed envelope Only).
- IV. Bids received after the due date/time as mentioned on 'Page 1' for submission would be rejected.
- V. The Bids will be valid for a period of 180 days after last date of submission of the bids.
- VI. The rates quote shall remain unchanged during the entire contract period of 3 years.
- VII. Terms of payment will be as set out in the Service Level Agreement to be entered into by the Company with the Successful bidders and will be binding on the bidders.
- VIII. The Bidders will not be required to submit any Bid Security or EMD. However, successful bidder to provide Performance Bank Guarantee as detailed in this RFP document.
- IX. Responses to this RFP by the Bidders shall not constitute an obligation on the part of the PNBCSL to award.
- X. The Bids once submitted cannot be withdrawn/modified after the last date for submission.
- XI. The Bid documents once submitted will not be returned in any event.
- XII. PNBCSL shall treat offers not adhering to terms and conditions stipulated in Bid document as incomplete and shall be liable to be rejected.
- XIII. No request will be considered for price revision during the contract period of first 36 month.
- XIV. In the event the contract is extended for an additional period of thirty-six (36) months, the pricing may be revised—either upward or downward—subject to mutual agreement between both parties. Such revision shall be limited to a maximum of ten percent (10%) of the variable cost component. And no implementation cost will be paid for the extended term.
- XV. The bids will be opened in the presence of the duly formed Committee of PNBCSL.
- XVI. The sealed cover Envelope-I containing Technical Bid will be opened in the first instance in the presence of Procurement Committee.
- XVII. The sealed cover Envelope-II containing Financial Bids of qualified technical bids only shall be opened on the pre- decided date which shall be intimated to the bidders who have been found successful in Evaluation of Technical bids.
- XVIII. Any financial Bid submitted along with Technical Bid through E-Mail or in any open form shall be liable for rejection.

2. OTHER TERMS OF RFP

2.1 CONFIDENTIALITY PROVISION

The terms of this RFP, the information provided by PNB Cards & Services (PNBCSL) herein and all other information provided by Bidder in connection with the services to be provided by the Bidder pursuant to this RFP, are to be treated by Bidder as strictly confidential and PNBCSL's proprietary. Such information/ materials are provided to the Bidders for exclusive use in evaluating for the purpose of responding to this request. Access shall not be granted to third parties except upon prior consent of PNB Cards & Services Limited (PNBCSL) and upon the written agreement of the intended recipient to treat the same as confidential. PNB Cards & Services Limited (PNBCSL) may request at any time that any of Company's material be returned or destroyed. If at any time Bidder chooses not to respond to this RFP, please return all materials, information/ destroy any copies of the document and any duplicates thereof and confirm the non-participation either in writing or by email.

2.2 Non-Disclosure

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

- i. Service Provider will treat the Confidential Information as confidential and shall not disclose to any third party. Service Provider will also agree that its employees, agents, sub-contractors shall maintain Confidentiality of the Confidential Information.
- ii. Service Provider will agree that it shall neither use, nor reproduce for use in any way, any Confidential Information of the Company/Bank without consent of the Company. That the Service Provider will also agree to protect the Confidential Information of the Company/Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, Service Provider shall use reasonable efforts to advise the Bank immediately in the event that Service Provider learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of the Contract to be entered into between the Company and Service Provider and will reasonably cooperate in seeking injunctive relieve against any such person.
- iii. That if Service Provider hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as Service Provider is bound to maintain the confidentiality. This Clause will remain valid even after the termination or expiry of this agreement and such a hire shall not be allowed to leave without prior permission of the Company.

- iv. Service Provider will strictly always maintain the secrecy of Company's/Bank's data. The Service Provider shall use confidential information only for the purpose for which it was provided and shall not make profit from the same in an unauthorized manner. The Service Provider shall indemnify PNB CSL against any loss suffered by PNB CSL due to disclosure or misuse of confidential information by any of the employees of Service Provider.

2.3 ACCEPTANCE OF PROPOSALS

PNB Cards & Services Limited (PNB CSL) reserves the right to modify the terms and conditions of the RFP at any time at its sole discretion. Subsequent to the submission of proposals, interviews and negotiations may be conducted with one or more Bidders, but there will be no obligation to receive further information, whether written or oral, from any Bidder or to disclose the nature of any proposal received. This RFP should not be construed as an agreement to purchase products or services or representation that a contract shall be offered. PNB Cards & Services Limited (PNB CSL) is not bound to accept the lowest price or any proposal of those submitted. Proposals will be assessed in accordance with the evaluation criteria of PNB CSL. Neither the lowest price nor the highest scoring proposal will necessarily be selected. PNB CSL reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Bidder. PNB CSL may award a Contract for a particular service to two or more Bidder if PNB CSL makes a determination that such an award is in the best interest of PNB CSL.

2.4 LIABILITY FOR ERRORS

While PNB Cards & Services Limited (PNB CSL) has made considerable efforts to ensure an accurate representation of information in this RFP as per its current understanding of the requirements under the various activities in the scope of work, the information contained in this RFP is as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by PNB Cards & Services Limited (PNB CSL), nor is it necessarily comprehensive or exhaustive. PNB CSL has prepared this RFP in good faith and to the extent PNB CSL is permitted by law, PNB CSL excludes any liability, whether in contract, negligence or otherwise for any incorrect or misleading information contained in this RFP.

Nothing in this RFP is intended to relieve Bidders from forming their own opinion and conclusions with respect to the matters addressed in this RFP. In the event PNB Cards & Services Limited (PNB CSL) finds that the objectives of the intended activities is better achieved by processes/procedures other than those mentioned in this document, PNB Cards & Services Limited (PNB CSL) shall have the right irrespective of the fact whether it has already received proposals from intending bidders or not, to effect such changes and enter into negotiations with one or more Bidders at its sole discretion for such changed/modified processes.

2.5 APPLICABLE LAW and JURISDICTION OF COURT

This RFP shall be governed by and construed in accordance with the Laws of India. Any disputes arising out of or under this RFP shall be subject to the jurisdiction of the courts in Delhi only.

All disputes or differences whatsoever arising between the parties out of or in relation to the work /agreement, or effect of this contract 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, the matter may be referred to the Delhi International Arbitration Centre (DIAC), formerly Delhi High Court Arbitration Centre upon after issue of at least 30 days' notice in writing to the other party clearly setting out there in the specific disputes. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration proceedings shall be at New Delhi, India. Any appeal will be subject to the exclusive jurisdiction of Courts/Tribunal(s) at Delhi. All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.

The cost of arbitration shall be paid as provided by the Delhi International Arbitration Centre (DIAC) (Administrative cost and Arbitration Fee) Rules 2018. Notice of the demand for arbitration shall be served in writing with the other party to this agreement.

The Service provider shall continue to perform work under the contract during the arbitration proceedings unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. However, during such a contingency, PNB CSL shall be entitled to make alternative arrangements to tackle the situation in any manner as it deems fit, at the cost of the Service provider which may also be adjusted by the PNB CSL from the Payable Dues, being treated as default so that the business of the PNB CSL is not disrupted.

2.6 Force Majeure

Notwithstanding the above provisions, the Service provider shall not be liable for penalty or termination for default if and to the extent that it's 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 Service provider and not involving the vendors' 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 Service provider shall notify within 7 days to the PNB CSL in writing of such condition and the cause thereof. Unless otherwise directed by the PNB CSL in writing, the Service provider shall continue to perform its obligation under the contract to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly and shall seek all alternative means of performance not prevented by the force majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the PNB CSL, the PNB CSL shall not be held liable for non-performance of its obligations under the Agreement and the PNB CSL shall have the right to terminate this Agreement without giving any further notice to the Vendor. Further, PNB CSL also

reserves the right to assign the work to other Service provider without any consequences and claims.

2.7 Data Protection

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

Web portals will be secured to avoid hacking, infusion of viruses, unauthorized copying, tampering, etc. and all sorts of security required as per law & practices to be adopted and implemented by the first party.

Bidder /Service provider to ensure that hosting of the application must adhere MEITY guidelines of Data localizations and Data Safety (confirmation to be given by authorized representative)

2.8 INDEMNIFICATION

The Successful Bidder /Vendor is solely liable to fully indemnify and keep PNB CSL indemnified against all losses/ penalties/ award/ decree arising out of litigation/ Claim/ application initiated against PNB CSL on account of acts of omission / commission attributed to the successful Bidder/ Vendor and which are punishable under the provisions of various Central / State Labour Laws.

2.9 INSPECTION AND AUDIT

The Bidder/ vendor shall allow PNB Cards & Services Limited (PNB CSL), its management, auditors, regulators and/or agents the opportunity for inspecting, examining, auditing and/or taking copies of the vendors operations and business recourse which are relevant to the RFP and/ or for carrying out the activities as /or financial arrangements/ agreements set forth in the Agreement. PNB Cards & Services Limited (PNB CSL) shall have the right to do a Security Audit of the Bidder/ vendor's IT infrastructure. The Bidder/ vendor shall make necessary changes/ upgrades to the IT systems as may be necessary or as required by PNB Cards & Services Limited (PNB CSL) from time to time to ensure data safety.

2.10 CONTINUITY OF BUSINESS

In case PNB Cards & Services Limited (PNB CSL) requires a Bidder/ vendor to present a plan that specifically addresses through what type of resources and how long will be available to ensure continued service in achieving given responsibility, Vendor/s shall provide details/Projections as Additional information in their offer.

2.11 NOTICES AND OTHER COMMUNICATION

If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or reputed courier or email duly transmitted, addressed to the other party at the addresses, email given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing

dispatch and in case the communication is made by email, on business date immediately after the date of successful email transmission (that is, the sender has a hard copy full to the correct email address).

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

2.12 TERMINATION

PNB Cards & Services Limited (PNBCSL) may terminate the RFP process at any time or stage and without assigning any prior notice or reason. PNBCSL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PNBCSL. The Bidder's participation in this process may result in PNBCSL selecting the Bidder to engage in discussion and negotiation toward execution of a contract. The commencement of such negotiation does not, however, signify a commitment by PNBCSL to execute a contract or to continue negotiation. PNBCSL may terminate at any time without assigning any reason.

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

PNBCSL may terminate the Empanelment Agreement in full or in parts by giving a written notice of 30 days or such other time period as may be set out in the Empanelment Agreement to the other party against acknowledgement. Similarly, PNBCSL may terminate the Work Order in full or in parts by giving a written notice of 7 days to the other party against acknowledgement.

PNBCSL reserves right to cancel the contract at any time if Service provider fails to meet any of the requirements mentioned in the RFP and has right to cancel the purchase order without giving any notice, for following reasons –

- i. Non-submission of acceptance of order by the Vendor within seven (07) working days of placement of Purchase Order.
- ii. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
- iii. Non signing of contract within the time specified by Company.
- iv. Non submission of any report/undertaking/document/compliance which was due within one month from the date of request.
- v. In case, it is found that the bidder has transferred or has sublet the contract without permission of Corporation, then Corporation may terminate the Contract under Default by bidder and shall levy necessary penalties as per the concerned Termination Clause due to default.
- vi. In terms of non-fulfilment of services as per the Scope of Work mentioned, PNBCSL may take services from any other bidder or terminate their contract.

2.13 ASSIGNMENT:

That if the vendor 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 PNBCSL 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 Company'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 vendor is bound to maintain the confidentiality.

2.14 SUB-CONTRACTING:

Service provider shall not subcontract the performance of any of its obligations hereunder without the prior written consent of Company. Approval of any subcontractor by PNBCSL shall not constitute a superseding event or waiver of any right of PNBCSL to reject work which is not in conformity with the standards set forth in this agreement and doesn't constitute nor imply authorisation of expenses in excess of budgets. To the extent that Service Provider subcontracts to third parties any of its obligations set forth in this agreement, service provider shall remain fully responsible for such obligations and for all acts or omissions of its subcontractors and agents. Nothing in this agreement shall be construed to create any contractual relationship between PNBCSL and any subcontractor. Further, PNBCSL shall not have any liability or obligation to pay or see to the payment of any money to any such subcontractor/s.

2.16 USE OF NAME/LOGO OF THE PNBCSL

Bidder/Service Provider 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 PNBCSL or any of its affiliate, or the name of any Company's employee or agent, without bank's prior, written, express consent. The Company 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 Company to take appropriate actions as available to it in law and the RFP.

2.17 PERFORMANCE GUARANTEE AND PENALTIES

Service Provider shall submit a Performance Bank Guarantee (PBG) to PNB Cards and Services Ltd. for an amount equivalent to 3% of order value (Monthly price X 36) within 30 days of issuance of Letter of Intent. The Bank guarantee will be initially valid for 36 months with a claim period of 6 months. No interest on PBG will be paid by PNBCSL.

The performance guarantee is required to protect the interest of the Company against the risk of unsuccessful implementation of the project, or performance of the services, which may warrant invoking of performance guarantee. In case any act of the Service Provider results in imposition of liquidated damages then also the Company reserves the right to invoke the performance guarantee.

PENALTIES:

- 1. Delay in Project Implementation:** If the vendor fails to complete the implementation within the stipulated timeline as per the project schedule, a

penalty of **0.5% of the total annual contract value per week** of delay (subject to a maximum of **10% of the total annual contract value**) or Rs 25,000 whichever is lower.

2. Data Breach or Loss

In the event of a data breach, data loss, or unauthorized access caused due to vendor negligence:

- A penalty of up to **₹25,000 per incident** shall be levied.
- To ascertain Data Breach or Loss, PNB CSL will appoint an independent auditor to find the responsible party in such scenario.
- The vendor shall also bear the cost of recovery and compensation (if applicable and found responsible). It may also lead to termination of the contract by PNB CSL.

3. Failure to Provide Timely Support for services/errors/bug

- Non-resolution will attract:

| Category of Issues | Timeline | Penalty (Per day) |
|---------------------------|---------------------------|--------------------------|
| Critical | Same Day (within 8 hours) | ₹ 500 |
| High | T+1 | ₹ 300 |
| Medium | T+2 | ₹ 200 |
| Low | T+3 | ₹ 100 |

- Repeated unresolved defects (3 or more in a month) may lead to **contract review** or **cancellation**.

2.17 LIQUIDATED DAMAGES:

If the Service Provider/Vendor fails to complete the due performance of the contract in accordance with the terms and conditions within 30 days of requisition the PNB CSL reserves the right either to terminate the contract or to accept performance already made by the Service Provider/Vendor after imposing damages on Service Provider.

If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Company in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Company shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

Annexure-I

RFP Response Covering Letter

(On the letter head of the Bidder duly signed by an authorized signatory)

Date:

To,
Chief People Officer,
PNB Cards & Services Limited,
6th Floor, 7 PNB House,
Bhikaji Cama Place New Delhi-110067

SUB: Engagement of Vendor for Human Resources Management System (HRMS) Services

Ref: Your RFP: PNBCSL/RFP/.....

(The Bidder to read the terms and conditions as provided in the RFP document and accordingly fill in the details for specific bid evaluation criteria. Bidders not meeting the requirements or not demonstrating that they do not meet the eligibility criteria may not receive further consideration during the evaluation process.)

Confirmation of Eligibility Criteria

A. Bidder's Profile:

| Sr. No. | Particulars | Response from the bidder |
|---------|---|--------------------------|
| 1. | Name of the bidder | |
| 2. | Year of establishment and constitution Certified copy of "Certificate of Incorporation" should be submitted. | |
| 3. | Registered /Corporate office and address | |
| 4. | Mailing address of the bidder | |
| 5. | Names and designations of the authorized persons. | |
| 6. | Telephone/Mobile Nos. of contact persons | |
| 7. | E-mail addresses of contact persons | |
| 8. | Background of business and service Profile | |
| 9. | Gross revenue (Turnover) of the bidder (Document to be enclosed) | |
| | Year 2021-22 | |
| | Year 2022-23 | |
| | Year 2023-24 | |
| 10. | Net Worth of the bidder Audited Financial Statement to be enclosed | |
| | Year 2021-22 | |
| | Year 2022-23 | |
| | Year 2023-24 | |
| 11. | GST no. of the company: (photocopy to be enclosed) | |

| | | |
|-----|--|--|
| 12. | PAN No: (photocopy to be enclosed) | |
| 13. | Contact Details and Address of company's Office in Delhi | |
| 14. | Any other relevant information. | |

B. Document to be attached (As per Sec II Clause 20)

| S.No | Basic Requirement | Specific Requirement | Documents Required | Bidder's response |
|------|-------------------|--|---|-------------------|
| 1 | Legal Entity | The bidder should be registered Company in India and incorporated under Indian Companies Act 1956/2013. | Copy of valid Registration/Incorporation Certificate duly signed by Authorized signatory. | |
| 2 | Experience | 1. Bidder should have successful engagement in providing HRMS Services, HR/Labour Compliances & Payroll management Services in last 5 years . 2. Bidder should have done at least 5 projects in last 5 years ending 31/03/2025. Out of which at least 2 projects in last 3 years. | Copies of purchase order Purchase/Work order/Satisfactory Completion certificate etc are required to be enclosed with the technical bid. | |
| 3 | Turnover | Average Annual Turnover of the Bidder during each of the last Three financial years, i.e. FY 2021-22, FY 2022-23, 2023-24 should be Rs. 500 Lakhs and above. | 4. Audited Balance Sheet duly signed by authorized signatory. OR 5. CA Certificate with CA's Registration Number/ Seal OR Copy of ITR with details of Turnover duly signed by authorized signatory. | |
| 4 | Networth | Bidder should have minimum networth of Rs.100.00 Lakh in each of the last three Financial Years (FY 2021-22, 2022-23, 2023-24) | 1. Audited Balance Sheet duly signed by authorized signatory. OR 2. CA Certificate with CA's Registration Number/ Seal | |
| 5 | Certification | Company should be ISO 27001 and certified. | Copy of certificate to be attached. | |
| 6 | Tax Registration | The company shall hold valid GST and PAN certifications. | Copies of relevant certificates or registration duly signed by authorized signatory. | |

| | | | | |
|---|-----------------------------------|---|---|--|
| 7 | Blacklisting | The bidder shall not have been blacklisted by any central or state government agency, PSU, BFSI, etc. | Undertaking in this regard to be submitted by authorized signatory | |
| 8 | Office Location | The bidder should have an office in India | Copies of supporting documents duly signed by authorized signatory. | |
| 9 | Ownership | The bidder should not be owned or controlled by any of the Directors or present/past employees (or relatives) of PNB CSL and/or Punjab National Bank. | Self-declaration on the bidder's letter head | |
| 10 | Data Localization and Data Safety | | Undertaken to be submitted on the bidder's letter head duly signed by authorized representative | |
| Based on the information provided, the company will shortlist vendors/ companies which prima facie come up to its requirement. The criteria detailed above are indicative and the company reserves the right to revise them at its discretion. | | | | |
| Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. | | | | |

Note:

1. All self-certificates shall be signed by Authorized signatory
2. In case the same document is provided for more than one criteria, separate document should be provided for each clause.

Dated this day of , 2025.

Signature:

(Signature and seal of company on all the pages of Annexure)

Annexure-II

List of incomplete /dropped contracts

(On the letter head of the Bidder duly signed by an authorized signatory)

Details of the contracts which was legally contracted but were dropped without completion in last five financial years.

| | | |
|----|---|--|
| 1. | Name of the client | |
| 2. | Brief Description of the contract | |
| 3. | Duration/tenor of the contract as per the agreement: | |
| 4. | Start date: | |
| 5. | End date/Date on which the project/program was dropped: | |
| 6. | Contact details of the client | |
| 7. | Reasons for non-completion/dropping | |
| 8. | Any other relevant information | |

Date:

Name:
Designation:
Sign & stamp

Annexure-III

LIST OF MAJOR CUSTOMERS

(On the letter head of the Bidder duly signed by an authorized signatory)

| List of major customers where the vendor has provided the HRMS services | Name and complete postal address of the customer: | Name, designation, telephone, fax, telex nos., e-mail address of the contact person (customer) | Mention contracts start date & end date | Whether reference letter enclosed | Status of implementation (yet to begin, in-progress, completed) |
|---|---|--|---|-----------------------------------|---|
| 1 | 2 | 4 | 5 | 6 | 7 |
| | | | | | |

(Enclose necessary documentary proof)

Signature of the Authorized Signatory with date & seal

Annexure-IV

Undertaking

(On the letter head of the Bidder duly signed by an authorized signatory)

To,
Chief People Officer,
PNB Cards & Services Limited,
6th Floor, 7 PNB House,
Bhikaji Cama Place
New Delhi-110067

Madam/Sir,

Sub: RFP for Human Resources Management System (HRMS) Services

Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to undertake HRMS system supply for On-Roll Staff in full conformity with the said tender document and in accordance with our proposal.

1. If our Bid is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
2. We confirm that this offer is valid and open for evaluation according to their terms and conditions for a period of 180 days from the last date for submission of tender document to the PNB CSL.
3. This Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
4. We have never been barred/black-listed by any regulatory /statutory authority in India or abroad.
5. We undertake that in competing for and if the award is made to us, in executing the subject contract, we shall strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
6. We certify that we have provided all the information requested by the PNB CSL in the format requested for. We also understand that the PNB CSL has the exclusive right to reject this offer in case the PNB CSL is of the opinion that the required information is not provided or is provided in a different format.
7. We hereby covenant, warrant and confirm that the soft-copies of the proposal submitted by us in response to the RFP and the related addendums/ corrigendum and other documents including the changes made to the original RFP issued by the PNB CSL, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Dated this.....by 2025

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

Annexure-V

Declaration for debarred/ blacklisted

(On the letter head of the Bidder duly signed by an authorized signatory)

To,
Chief People Officer,
PNB Cards & Services Limited,
6th Floor, 7 PNB House,
Bhikaji Cama Place
New Delhi-110067

Dear Sir,
RFP: Human Resources Management System (HRMS) Services (RFP
No.....dated...../...../2025)

I have carefully gone through the Terms & Conditions contained in the RFP No dated, 2025 regarding selection of the vendor for providing captioned services as stated in RFP to PNB-CSL. We undertake that our company has not been debarred/ blacklisted by any Public Sector Bank, RBI, IBA or any other Government / Semi Government organizations in India, as on date of this RFP. We also undertake that we are not involved in any legal case that may affect the solvency/ existence of our firm or in any other way that may affect our capability to provide/ continue to provide the services.

I further certify that I am the competent officer in my company to make this declaration that our bid is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory

Place

Name of the Authorised Signatory

Designation

Name of the Organisation Seal

Annexure-VI

Undertaking of Compliance with MeitY Data Localisation and Certification Requirements

(On the letter head of the Bidder duly signed by an authorized signatory)

To,
Chief People Officer,
PNB Cards & Services Limited,
6th Floor, 7 PNB House,
Bhikaji Cama Place
New Delhi-110067

Dear Sir,
RFP: Undertaking of Compliance with MeitY Data Localisation and Certification Requirements- Human Resources Management System (HRMS) Services (RFP No.....dated...../...../2025)

We, [Name of Bidder/ Service Provider], hereby confirm that all Services provided under this RFP will fully comply with the MeitY guidelines on data localisation. We further confirm that all data centres utilized will be within India and will exclusively rely on MeitY's empanelled Cloud Service Providers.

[Name of Bidder/Service Provider] is committed to ensuring that our services adhere to all relevant legal and regulatory guidelines as stipulated by MeitY, as applicable to data localisation requirements for the entire contract duration.

Thanking you,

Yours sincerely,

Date

Signature of Authorised Signatory

Place

Name of the Authorised Signatory
Designation

Name of the Organisation Seal

Annexure-VII

Technical Bid

- As per Section II, Clause 19

Annexure-VIII

Financial Bid

(On the letter head of the Bidder duly signed by an authorized signatory)

To,
Chief People Officer,
PNB Cards & Services Limited,
6th Floor, 7-PNB House,
Bhikaji Cama Place, New Delhi-110067

Dear Sir,

We offer the rates for Human Resources Management System (HRMS) Services as per the scope of work as under: (Amount in Rupees)

| SI | Activity / Item Description | Number ^A (Head Count) | Service Fee per month (Per Head) | Multiplication Factor (Period-Months) | Total Service Fee ^B |
|----|--|-------------------------------------|-------------------------------------|--|--|
| | | (A) | (B) | (C) | (A) multiply with (B) multiply with (C) |
| 1 | Recurring cost per employee per month | 150 | | 36 | |
| 2 | One time implementation cost for data migration of existing 150 employees in HRMS. | | | | |
| | Grand Total (In Rs.) | | | | |

Rupees _____ **Only (In words)**

*In case of difference in amount mentioned in words and figures, the amount mentioned in words will be entertained for awarding contract.

- A. Number of Head Count can increase or decrease during the contract period. The invoice value of actual head count will be paid.
- B. For determining L-1 bidder, The Grand Total of SI. 1 + 2 will be considered.
- C. Certified that the above rates are exclusive of all taxes as may be applicable.
- D. Certified that I agree to all the terms and conditions of the tender document

I/We agree to undertake the work subject to terms and conditions stipulated by PNBCSL at the rates quoted above.

Signature of the Authorized Signatory

Name:

Designation:

Date:

Check list of Documents to be submitted
(After covering letter, you can add this sheet)

| Envelope | Documents to be submitted | Format as per RFP | Attached in Bid (Yes / NO) |
|--------------------------------------|--|--------------------------|-----------------------------------|
| Envelope-1 TECHNICAL BID | Response Covering Letter by Bidder | Annexure- I | |
| | List of incomplete / dropped contracts, if any | Annexure-II | |
| | List of Major Customers | Annexure-III | |
| | Undertaking | Annexure-IV | |
| | Declaration for debarred/ blacklisted | Annexure-V | |
| | Undertaking of Compliance with MeitY Data | Annexure-VI | |
| | Technical Bid | Annexure-VII | |
| Envelope-2 FINANCIAL BID | Financial Bid | Annexure-VIII | |
| OUTER BIG ENVELOPE MENTIONING | TENDER FOR HUMAN RESOURCE MANAGEMENT SYSTEM (HRMS) SERVICES FOR PNB CSL containing Envelope 1 and 2 combined | | |

IMPORTANT NOTE:

- Supporting documents must be attached wherever applicable.
- All pages of bid documents must be signed by authorized person.
- All pages of bid documents should be numbered in serial order i.e.1,2,3 and so-on.
- The technical bid should be properly banded and numbered to find out the documents with annexure in starting to explain positioning of documents in bid.

Signature of Authorized Person