



**pnb cards & services limited**

(a wholly owned subsidiary of PNB)

**REQUEST FOR PROPOSAL (RFP)  
FOR  
“EMPANELMENT OF AGENCIES FOR SUPPLY  
OF OFF-ROLL MANPOWER ON  
CONTRACTUAL BASIS AT VARIOUS  
LOCATIONS ACROSS INDIA”**

**PNB CARDS & SERVICES LIMITED**

**Corporate Office: - PNB House 6<sup>th</sup> Floor,  
7, Bhikaji Cama Place, New Delhi-110066**

**<https://pnbcsl.in>**

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## **DISCLAIMER**

The information contained in this Empanelment Document or subsequently provided to Service Provider, whether verbally or in documentary form by or on behalf of the PNB Cards & Services Limited or any of their representatives, employees or advisors (collectively referred to as PNBCSL Representatives), is provided to Service Provider on the terms and conditions set out in this Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.

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

The PNBCSL, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Service Provider 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this empanelment process. The PNBCSL also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant/Service provider upon the statements contained in this document.

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

The PNBCSL Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Document. Such change will be published on the Company's Website (<https://pnbcsl.in>) and it will become part and parcel of this RFP.

### **Meaning of terms used in the RFP document:**

Following terms are used in the document interchangeably to mean:

1. "Assignment" means the work to be performed by the selected Bidder pursuant to the Contract.
2. "Bank" means "Punjab National Bank".
3. "Bidder /Recipient / Respondent / Applicant/ Partner / Organization / Institution" means the "Person(s) / Firm / Organization submitting RFP response/ Proposal / Bid offer in response to this RFP and/or any subsequent request for Bid/Offer/Quote pursuant thereto and as per the details mentioned in this document".



4. "Contract" or "Agreement" means the Contract or agreement signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP which are enforceable in law.
5. "Day" means calendar day.
6. "Disclosing parties / Receiving Parties / Party / Parties" means PNB Cards and Services Limited and Successful Bidder or both as the case may be.
7. "Empaneled/ Successful Applicant or Bidder or Consultant or Organization" means the Applicant or Bidder or Consultant or Organization which satisfies the criteria to be included in the panel of HR Agency in accordance with this RFP.
8. "Personnel / Resources" means professionals and support staff provided by the selected vendor.
9. "PNB Cards & Services Limited" refers to as PNBCSL or Company, a wholly owned subsidiary of 'Punjab National Bank' registered under the Companies Act, 2013.
10. "Proposal / Bid / Tender/ Offer" means response to the RFP Document and/or any subsequent request for Bid/Offer/Quote pursuant to the RFP.
11. "RFP" means "Request for Proposal for Empanelment of Human Resource Agency for Recruitment of Sales Staff, Admin Dept., Tele callers, MIS Executives, Data Entry/Computer Operators, etc. positions on agency's / vendor's payroll.
12. "Selected Agency" means the empaneled HR Agency that is selected on the basis of the technical and commercial quote submitted in response to Company's advertisement, for any particular assignment or work order and enters into an Agreement with Company therefor.
13. "Website" means Company's official website "<https://pnbcsl.in>"

### GENERAL TENDER DETAILS

|    |                                   |  |
|----|-----------------------------------|--|
| 1. | Ref. No.                          | PNBCSL/RFE/HR/2025/07  |
| 2. | RFP Issue Date                    | 02 <sup>nd</sup> December, 2025  |
| 3. | Date of Pre-bid Meeting           | Same shall be intimated at PNB Cards and Services Ltd.<br>PNB House, 6 <sup>th</sup> Floor,<br>7, Bhikaji Cama Place,<br>New Delhi-110066  |
| 4. | Last date for bid submission      | 2 <sup>nd</sup> January 2026 (Friday)<br>by 5.00 pm.   |
| 5. | Date of opening of technical bids | Same shall be intimated  |
| 6. | Bid Validity period               | 90 days from the last date of Bid submission   |
| 7. | Empanelment/ RFP Coordinator      | Chief People Officer<br>PNB Cards and Services Ltd.<br>PNB House, 6 <sup>th</sup> Floor,<br>7, Bhikaji Cama Place,<br>New Delhi-110066<br>Email: <a href="mailto:hr@pnbcsl.co.in">hr@pnbcsl.co.in</a> ; <a href="mailto:cpo@pnbcsl.co.in">cpo@pnbcsl.co.in</a> |

## **1. BACKGROUND & PURPOSE**

PNBCSL (A wholly owned subsidiary of Punjab National Bank) invites sealed tender offers (Eligibility, Technical and Commercial bid from eligible, reputed entities) for Empanelment of Manpower Outsourcing Agency for Supply of Off Roll Staff on Contractual Basis as per requirement. In this RFP, the term bidder/ prospective bidder refers to the primary bidder participating for delivering services mentioned in the scope of work. Complete set of tender documents may be downloaded by eligible bidder from the website of the Company (<https://pnbcsl.in>). The Company reserves the right to reject any or all offers without assigning any reason. Technical Specifications, Terms and Conditions and various formats for submitting the tender offer are described in this document and Annexure.

### **About PNBCSL**

PNB Cards and Services Limited (hereinafter referred as PNBCSL) has been incorporated under Companies Act, 2013, is a wholly owned subsidiary of Punjab National Bank (PNB) having its Registered Office at Plot No. 4, Sector - 10, Dwarka, New Delhi -110075 and Corporate Office at 6<sup>th</sup> Floor, 7, Bhikaji Cama Place, New Delhi-110066. PNB is one of the largest Public Sector Banks in India, which provides a range of banking products through its network of branches in India and overseas, including products aimed at non-resident Indians (NRIs).

PNBCSL has been incorporated to undertake a wide array of functions including sourcing, marketing, promotion, publicity, advertising, solicitation, and distribution of deposit products (Current and Saving Accounts etc.), Retail Loan Products (Housing Loan, Loan against property, Vehicle Loan, Education loan, Personal loan etc.) & Credit Card offered by PNB.

It is a captive subsidiary, and its main function is to assist in acquiring of customers related to Credit Card Business and Retail Loan products (Housing Loan, Loan against Property, Vehicle Loan, Education Loan, Personal Loan etc.) of Punjab National Bank from open market using all acquisition platforms including digital platforms, acquisition through DSA/PSA's/Other Channels.

For candidates who will be hired on Agency payroll and deployed at PNBCSL, the agency will be required to acquire the talent. As part of their services, the agency will be involved in profiles (CV) sourcing, first level screening, assist in interview scheduling to PNBCSL HR team, hand-holding the candidate throughout the process, ensuring candidate's presence on the day of interview. Upon selection of candidate, the agency will be required to onboard the candidate on its payroll and deploy the candidate at PNBCSL as per the joining dates provided.

## 2. PROJECT OBJECTIVE:-

This document has been prepared solely for the purpose of enabling PNB Cards & Services Limited ("PNBCSL" or "Company") to empanel one or more manpower outsourcing Agency that should be able to provide manpower at various locations across India to PNBCSL on service provider's payroll for expanding its marketing activities from sourcing, marketing, promoting, publicizing, advertising, soliciting, and distribution of Retail Loan products, CASA, Credit Card, other back office support, including data entry, Tele Calling etc. However, PNBCSL shall be at liberty to utilize their services for other specific purposes based upon their Business requirement.

The objective of this document is to present a clear, concise and measurable description of services required from the selected agency.

## 3. ELIGIBILITY CRITERIA

Bid is open to all Bidders who fulfil the eligibility criteria. The bidder has to submit the bids as per the details of eligibility criteria which are given below:

The RFP Bids will be evaluated based on their competitiveness and suitability to the Company's requirements.

1. The empanelment of the Manpower Agencies will be restricted to those who have necessary experience, capability and expertise for supplying manpower services.
2. The applicant should be a Registered Partnership firm/ Company/ Limited Liability Partnership under Indian Laws and should be in the business of providing manpower services to various establishments such as Banks/Financial Institutions/Insurance Companies/PSUs or their associates/MNCs / large corporate for at least 3 years. (Documentary proof of Company type & Copies of work order / agreement to be attached).
3. The applicant should be registered with Goods and Service Tax Authority for GST purposes and must have a valid GST number. The GST Registration Certificate should be in the name of the bidder.
4. The applicant should have:-
  - i. An annual gross turnover of at least Rs.25 crores in any of one year within last 3 years, and
  - ii. The Bidders should have average net profit after tax of at least Rs. 1.00 crore for the last 03 audited financial years viz. 2022-23, 2023-24 and 2024-25. (Audited balance sheet and profit & loss statement for respective financial years to be submitted as documentary proof).
5. The applicant should have supplied manpower of minimum no. of 1,000 to any of the following: Banks/Financial Institutions/Insurance Companies /PSUs or their associates. (Copies of the work order/agreement/or any other supporting document to the satisfaction of the company is to be attached).
6. The applicant should not have been black-listed or faced legal action by any Public Sector Bank, RBI or IBA or any other Government agency as on date of this RFP.
7. The applicant must have presence in multiple states and have supplied manpower services at multiple states for various positions i.e., Sales Staff, Admin Dept., Telecallers, MIS Executives, Data Entry/Computer Operators, etc.(Copy of GST Registration Certificate of different states is to be provided)



8. The applicant should have the capacity to provide work force (including larger requirements) on need basis (shall enclose a certified copy of License from Labour Commissioner to employ Contract Labour under Contract Labour Act).
9. The applicant should not engage in any form of canvassing/ lobbying/ influence/ query regarding short listing, status, etc. as the same will be mount to disqualification.
10. The proposal of only those applicants who satisfy all the specified conditions will be considered for evaluation process. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at the Company's discretion.

#### **4. PROJECT SCOPE**

The purpose of this RFP is to inform potential Bidders of a business opportunity and to solicit proposals for empanelment for rendering Manpower Staffing (Outsource) Management Services as currently /contemplated by PNBCSL. The purpose of this RFP is to appoint multiple Manpower Agencies (hereafter referred to as "Agency") for providing requisite manpower for off-Roll staff for different level positions. The Empanelment will be for 03 (Three) Years from FY 2026-27 to FY 2029-30. However, PNBCSL shall reserve the right to extend the contract for a maximum period of 01 (One) year on the same terms and conditions. PNBCSL has the right to review the Agency at regular intervals, based on satisfactory performance in the previous period. The company reserves its rights to change the assignment scope considering the size and variety of the requirements and changing business conditions. Detailed Scope of work is given below:

#### **SCOPE OF WORK FOR AGENCY:**

The PNBCSL, for this purpose, invites proposals from competent Agencies who are interested in participating in this RFP and must fulfil the eligibility criteria mentioned under Annexure II and in a position to comply with the technical requirement mentioned and submit the required proposal as per the RFP. Apart from the above, the Bidder must also agree to all the Terms & Conditions mentioned under this RFP.

The Scope of such work may include, but not limited to, following aspects:

- a. Sourcing and deploying (transferring of existing manpower also included) of the suitable candidates on Contract / Outsourcing basis to the PNBCSL (hereinafter to be referred to as "Client").
- b. The work/roles assigned to from time to time as per the requirement or as the case may be.
- c. Perform 360-degree Reference Check and Education Qualification verification on the finalist candidate/s at their own cost. Further, the Agency shall ensure that the candidate is of a sound mind and medically fit.
- d. The Agency should ensure that staff deployed by them have the necessary qualifications and experience to perform the required tasks/roles. PNBCSL will interview and assess all such candidates before accepting them as "Off-Roll" Contract Staff / Outsourced Staff.
- e. Offer letter for Off-Roll manpower will be issued by the successful agency after background verification. Background verification of candidates will be carried out by the agency at their own cost. It should be ensured that candidates identified should not have any police record /criminal record against them. The agency to confirm PNBCSL in this regard. The agency shall facilitate to have



access to the masked KYC details and Background verification results of the staff deployed by them.

- f. The Agency shall facilitate the conduct of interviews by the Selection Committee of PNB CSL.
- g. The candidate selection shall be finalized by PNB CSL and PNB CSL reserves the right to select/ reject the candidates sourced by the Consultant without assigning any reasons whatsoever.
- h. The selected candidate shall be on the rolls of the successful agency, and the payroll of the selected candidates shall be managed by the agency only.
- i. Identity cards and Visiting cards will be issued to selected candidate by the Agency at its own cost.
- j. In consideration of the service to be rendered by the successful agency, PNB CSL shall pay the consolidated service fee as finalized by way of bidding process inclusive of applicable taxes and shall not be liable to pay any other expenses/fees to the agency.
- k. All the issues pertaining to Off-Roll Manpower including payroll shall be handled by the agency and its designated staff and PNB CSL shall not be responsible for the same in any manner.
- l. The agency must envisage all necessary services to be provided to achieve the objective for which the proposal is sought and ensure that the same is delivered to the Client (PNB CSL).
- m. The Contracted agency shall maintain repository of documents obtained from the selected candidates.
- n. The status of above documents & timely payment of salary to the Off-Roll manpower shall be ensured by the agency, along with timely payment of statutory dues in the form of EPF, ESIC and/or any other statutory etc. The same shall be checked & verified by the respective PNB CSL Office / Branch, once in every 6 months by conducting surprise visit to the contracting agency.
- o. All Contract staff deployed by the agency for PNB CSL will not have any right to claim employment in PNB CSL or PNB at any time. The Agency will need to get a written undertaking from selected Contract staff in this respect.
- p. The agency will be responsible in giving onboarding letters, settlement on time of leaving the organization, and deposit of the amount deducted within the defined statutory timeline.
- q. The Agency shall provide Mobile based Application with geo-tagging for attendance related activities to its deployed staff at PNB CSL at its own cost.
- r. The Agency should also provide mobile-based application at its own cost to its deployed staff at PNB CSL to facilitate business reporting.
- s. Agency will ensure that Salaries are given to the deployed staff in time i.e. latest by 5<sup>th</sup> working day of the following month.
- t. PNB CSL shall remit the consolidated amount to the agency based on Bill raised and on receipt of relevant compliance certificates.
- u. The Agency should ensure the integrity of the Off-Roll manpower engaged and that the Person should not disclose any PNB CSL's confidential information to anyone outside and use such information only in connection with the service provided to the PNB CSL.
- v. **Payroll processing/Statutory compliance for Off-Roll staff:**  
The Agency will be solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations relating to the personnel deployed in PNB CSL, including but not



limited to the following and their re-enactments/amendments/ modifications.  
Relevant compliance certificates to be submitted:

- The Code on Wages, 2019
- The Industrial Relations Code 2020.
- The Code on Social Security, 2020
- The Occupational Safety, Health and working Conditions Code, 2020
- Prevention of Sexual Harassment at Workplace, 2013
- The Shops and Establishment Act of the relevant state.
- Payment of Goods & Services Tax Act.
- Income Tax Act.
- Any other Statute/Act as applicable from time to time.

#### **5. VOLUME OF WORK**

PNBCSL does not guarantee any definite volume of work or any particular service at any time throughout the period of the contract. The present requirement of manpower under various domain shall be around 3300 for FY 2026-27 and it can increase or decrease as per the requirement of PNBCSL Management. The above quantity of manpower is as-on-date position and may be filled in phased manner as per business requirement. Also, it may vary at the time of award or during the contract period. The number of posts can be increased or decreased at any point of time during the contract period.

The total position shall be filled by single or multiple manpower outsourcing contractors as per the discretion of the company.

#### **6. COSTS BORNE BY RESPONDENTS**

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

#### **7. NO LEGAL RELATIONSHIP**

No binding legal relationship shall exist between any of the Applicant / Respondents and the Company until execution of an Empanelment Agreement/ Work Order.

#### **8. RECIPIENTS' OBLIGATION TO INFORM ITSELF**

It is the Recipient's responsibility to conduct all necessary investigations and analysis regarding any information contained in the document and the meaning and impact of that information.

#### **9. EVALUATIONS OF OFFERS**

Each Recipient acknowledges and accepts that the Company may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of organizations, not limited to those selection criteria set out in this document. The issuance of a document is merely an invitation to offer and must not be construed as any agreement or work order 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 document that it has not relied on any idea, information, statement, representation, or warranty given in this document.

#### **10. ERRORS AND OMISSIONS**

Each Recipient should notify the Company of any error, omission, or discrepancy found in this document. Notification should be made to the address found in proposal related details.

#### **11. ACCEPTANCE OF TERMS**

The recipient shall, by responding to the Company with a submission, be deemed to have accepted the terms of this document in totality without any condition whatsoever.

#### **12. LIABILITIES OF THE COMPANY**

This Invitation is not an offer by the Company, but an invitation for Vendor responses. No contractual obligation on behalf of the Company whatsoever shall arise from the invitation process unless and until a formal Empanelment Agreement/ Work Order is issued and executed by duly authorized officials of the Company and the Applicants.

#### **13. INSTRUCTION TO BIDDERS**

##### **13.1.1 Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and PNB CSL, hereinafter referred to as “Purchaser”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

##### **13.1.2 Content of Bidding Document**

- i. The bidding document provides an overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Scope of Work, Eligibility Criteria, Technical Bid. The bidder must conduct its own investigations and analysis regarding any information contained in this RFP document, its meaning and impact of that information.
- ii. The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. PNB CSL has made considerable effort to ensure that accurate information is contained in this RFP and the same is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, PNB CSL has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.



### **13.1.3 CLARIFICATIONS & AMENDMENTS**

- i. If deemed necessary, the Company may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substances of the bid already submitted or the price quoted. The bidder may be asked to give a presentation for the purpose of clarification of the bid.
- ii. The Bidder requiring any clarification of the bidding documents should submit queries by 08<sup>th</sup> December 2025 to [hr@pnbcsl.co.in](mailto:hr@pnbcsl.co.in) ; [cpo@pnbcsl.co.in](mailto:cpo@pnbcsl.co.in)
- iii. At any time prior to the deadline for submission of bids, PNBCSL may modify the bidding document by amendment.
- iv. The amendment will be binding on all bidders. PNBCSL, at its discretion may extend the deadline for submission of bids in order to allow prospective bidders a reasonable time to take the amendment into account through a corrigendum/addendum to be published on its website.

### **13.1.4 BIDDING DETAIL**

For the purpose of the present job, the bidding process will be followed. The response to the present RFP/ tender will be submitted in two parts:

- i. Technical bid- In the first stage, technical bids will be invited and evaluated. Bidders who meet the eligibility criteria and agree to comply with all terms and conditions specified in this document will be evaluated and shortlisted. The shortlisted bidders will be empanelled with the company for the calling of commercial bids in the second stage.
- ii. Commercial Bid- In the second stage, the Commercial Bids shall be called from the empaneled agencies.

### **13.1.5 SUBMISSION OF BIDS**

Bidders are required to submit technical bids in electronic form at email id [hr@pnbcsl.co.in](mailto:hr@pnbcsl.co.in) as per the **Annexure-I**. The commercial bid from the eligible empaneled agencies shall be called separately. The Empanelment document and further corrigendum, if any shall be downloaded from Company's website <https://pnbcsl.in>. Bids received after closing of the bid are summarily rejected without any reason.

**The decision of the Company shall be final and binding in this regard.**



### **13.1.6 OPENING AND EVALUATION OF TECHNICAL BID**

**i. Opening of Technical Bid**

All the Bids will be opened at the date, time & locations mentioned under the clause General Tender Details. The Technical Bids will be open in the presence of representatives of the bidders who choose to attend.

**ii. Evaluation Process**

- a) The Company's Bid Evaluation process consists of two-stage procedure. In the first stage, the eligibility bids shall be evaluated by a duly constituted Tender Evaluation Committee (TEC).
- b) Eligible Bidder shall be called for Presentation.
- c) Technical Evaluation shall be done as per **Annexure V**.
- d) The first process for the TEC is to examine the eligible bids as per the tender specifications. Bids, not satisfying the eligibility criteria shall be rejected and no further evaluation of bids of these Bidders will be done.
- e) For Evaluation, if required the TEC may ask for additional information from the bidders. The time limit to submit additional information shall be specified. Bids of the agencies failing to adhere to the specified time limit shall be rejected.
- f) No conditional bids will be accepted by the Company.
- g) PNBCSL reserves the right to accept or reject any tender offer, and to cancel the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Bidders(s) or any obligation to inform the affected Bidder(s) of the grounds for such action.
- h) Price will not be the sole criteria for selection of Bids. PNBCSL reserves the right to empanel multiple vendors and/or split the business amongst vendors depending upon the suitability and requirement of the company.

**iii. Commercial Evaluation:**

- a) Commercial Bids shall be called in phased manner for the assessed requirement from the empaneled agencies.
- b) The bids found lacking in strict compliance with the commercial bid may get rejected.

### **13.1.7 Right:**

PNBCSL reserves the right to engage multiple vendors and/or split the business amongst vendors depending upon the suitability and requirement of the company. It should be noted that the lowest price will not be the sole criteria for awarding Bid. **The MD & CEO of the Company reserves the right to withdraw/relax or add any of the terms and conditions mentioned above. Preparation and Submission of Bids.**

- i. The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and Company must be written in English.
- ii. Bidder must provide individual and factual replies to specific questions asked in the RFP.



#### **13.1.8 Pre-Bid Meeting**

PNBCSL may, at its sole discretion, organize a pre-bid meeting, to resolve any queries, bidders may have. Any further information will be provided to all bidders separately through email.

#### **13.1.9 Validity of Bids**

Bid shall remain valid for 180 days from date of submission. A bid valid for shorter period is liable to be rejected. The bidder may require to give consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the company in writing or by email. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document.

#### **13.1.10 Bid Integrity**

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that Company may take. All the submission, including any accompanying documents, will become property of PNBCSL. The bidders shall be deemed to license, and grant all rights to PNBCSL, to reproduce the whole or any portion of their solution for the purpose of evaluation, to disclose the contents of submission to other bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

#### **13.1.11 Format and Signing of Bid**

- i. The bidder should prepare submission as per minimum eligibility criteria, Technical Bid, and other requested information.
- ii. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. The bidder should submit a copy of board resolution or power of attorney indicating that the signatory has been duly authorized to sign the tender document.
- iii. Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them.

#### **13.1.12 Last date of receipt of bids**

Last date for submission of bids is **02<sup>nd</sup> January 2026 (Friday)**. The bid should be addressed to Chief People Officer, PNB Cards & Services Limited, PNB House, 6<sup>th</sup> Floor, 7, Bhikaji Cama Place, New Delhi-110066. In the event of the target date for the receipt of bids being declared as holiday for the Company, the bids will be received till the target time on the next working day. The Company may at its discretion extend the bid submission date. The modified target date & time will be notified on the website of the Company.

#### **13.1.13 Bid Currency**

Prices, if any shall be expressed in Indian National Rupees only.

**13.1.14 Late Submission of bids**

Any bid received by the Company after last date and time prescribed at Bid details will be rejected and /or returned unopened to the bidder at his risk and responsibility.

**13.1.15 Modification and Withdrawal of Bids**

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

**13.1.16 Letter of Empanelment**

PNBCSL will notify empaneled Agency in writing through letter in duplicate or email that its application for empanelment has been accepted. The Empaneled Agency must return the duplicate copy to the Company within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance, and copy of the acceptance should be emailed to [hr@pnbcsl.co.in](mailto:hr@pnbcsl.co.in) .

**13.1.17 Subcontracting**

Subcontracting is not permitted. At any stage, if it is found that the vendor has assigned its work to any other sub-vendor, the company shall be at liberty to terminate the contract with the vendor.

**13.1.18 Duration of Empanelment**

The tenure of the empanelment contract initially would be for 3 (Three) years from the date of the issuance of letter of empanelment by the Company. Company can further extend up to 1 year or more at its own discretion at the same terms depending upon the business needs and performance of the Agencies empaneled by the Company.

**14. GENERAL TERMS AND CONDITIONS**

The bidder of this notification should be liable to abide by all the terms and conditions contained in the notification. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

**14.1.1 Execution of SLA / NDA/ Integrity Pact**

The Empaneled Agency shall execute a Service Level Agreement (SLA) which would include all the services and terms and conditions of the services to be extended as detailed herein and any other conditions as may be prescribed by the Company (**Annexure-VIII**); Integrity Pact as per **Annexure VI** and Non-disclosure Agreement (NDA) at the time of receipt of work order/purchase order.

The costs and expenditure should be borne by the applicant. The applicant shall execute the SLA, Integrity Pact and NDA within one month from the date of acceptance of Purchase Order. The Empanelment Agreement/ Work Order shall be executed by the authorized signatory of the applicant organization / company / firm.





#### **14.1.2 Inspection & Audit**

The Bidder/ vendor shall allow PNBCSL, 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. PNBCSL 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 PNBCSL from time to time to ensure data safety.

#### **14.1.3 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.

#### **14.1.4 Confidentiality**

The service provider shall not, without prior written permission of the Company to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party. Service Provider shall not, without the prior written consent of the Company, make use of any document or information except for purposes of performing this agreement. Service Provider shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof. That Service Provider 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 Service Provider 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 strict terms than this Agreement. Even if some Vendor's employee leaves the job, he will neither share any information about bank Network Security with anybody else nor he will use it for his new job. Service Provider shall continue to be responsible for any such act of its ex-employee. Service Provider shall indemnify Company against any loss suffered by Company due to disclosure of confidential information by employee of Service Provider. 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: Service Provider shall not without the consent of Company make use of any document or information coming in its way while discharging their jobs of Company except for the purpose of performance of this agreement. 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**.

#### **14.1.5 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:

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.

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.

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 hire shall not be allowed without prior permission of the Company.

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

#### **14.1.6 Indemnification**

Empaneled Agency shall, at their own expense, cost/charges, etc. defend and indemnify PNB CSL against any claims due to loss of data / damage to data etc. arising as a consequence of non-implementation or non-maintenance or not providing the service within the requisite time at any of the designated location(s).

Empaneled Agency assumes responsibility for and shall indemnify and keep the PNB CSL 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 empaneled Agency obligation under these general conditions or for which the empaneled Agency has assumed responsibilities under the Agreement / 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 empaneled Agency or others in connection with the performance of any system covered by the purchase contract.

The empaneled Agency 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 PNBCSL during the tenure of contract. Where any patent, trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the empaneled Agency 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 PNBCSL including but not limited to action for injunction in connection with any rights affecting the machine/licenses supplied by the empaneled Agency covered under the purchase contract or the use thereof, the empaneled Agency agrees and undertakes to defend and / or to assist the PNBCSL in defending at the empaneled Agency cost against such third party's claim and / or actions and against any law suits of any kind initiated against the PNBCSL.

The provisions of this section shall survive the termination of this Agreement.

#### **14.1.7 Governing Law and Disputes**

- i. 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 shall be at New Delhi, India. Any appeal will be subject to the exclusive jurisdiction of Courts at Delhi. All arbitration proceeding shall be conducted in English and a daily English record of such proceeding shall be maintained.
- ii. 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.
- iii. The empaneled Agency / Service provider shall continue work under the contract during the arbitration proceedings unless otherwise directed in writing by the PNBCSL or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. However, during such a contingency, the PNBCSL shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Service provider which may also be adjusted by the PNBCSL from the Payable Dues, being treated as default so that the business of the PNBCSL is not disrupted.



#### **14.1.8 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 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 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 PNBCSL in writing of such condition and the cause thereof. Unless otherwise directed by the PNBCSL 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 PNBCSL, the PNBCSL shall not be held liable for non-performance of its obligations under the Agreement and the PNBCSL shall have the right to terminate this Agreement without giving any further notice to the Vendor. Further, PNBCSL also reserves the right to assign the work to other Service provider without any consequences and claims.

#### **14.1.9 Data Protection**

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

Web portal will be secured to avoid hacking, infusion of virus, un-authorised copying, tampering, etc. and all sort of security required as per law & practices to be adopted and implemented by first party.

#### **14.1.10 Business Continuity Plan**

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

#### **14.1.11 Use Of Name/Logo of the PNBCSL**

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.

#### **14.1.12 Performance Guarantee and Penalties**

- i. The Service Provider has to furnish a performance bank guarantee for an amount as applicable as per terms of the document, during the term of the contract, from a Scheduled Commercial Bank other than Punjab National Bank in a format provided/ approved by the PNB CSL.
- ii. 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.
- iii. 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.
- iv. Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.
- v. The Service Provider shall be liable to pay penalty at the rate mentioned in Annexure II in respect of any delay beyond the permitted period in providing the Services.
- vi. No penalty shall be levied in case of delay(s) in performance of the contract for the reasons not attributable to the Service Provider (The onus to prove the same lies with Service Provider). On reaching the maximum of penalties specified, PNB CSL reserves the right to terminate the contract.
- vii. Service Provider shall submit a Performance Bank Guarantee to the Company Corporate office for an amount equivalent to 3 % of order value (Monthly CTC X 36 X No. of Deputies required) (number of Deputed required for the purpose of bank guarantee as per clause-viii) within 15 days of issuance of Letter of Intent (LOI). The bank guarantee will be initially valid for period of 36 months with claim period of 12 months. After expiry of the initial period of contract of 36 months, if the contract is renewed by the client, the contractor shall provide the extended bank guarantee for such extended period, with claim period of 12 months.
- viii. The Service Provider shall provide initial Bank guarantee for 100 deputees, which shall cover any number of deputees recruited numbering between 1 to 100. As soon as the number of deputees exceeds 100, additional Bank guarantee for 100 deputies shall be provided, which shall cover any number of deputees recruited numbering between 101 to 200, and so on.
- ix. Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.



#### **14.1.13 Assignment**

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.

----- END OF DOCUMENT -----

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**RFP Response Covering Letter  
( On Bidders Letterhead)**

**To,  
The Chief People Officer,  
PNB Cards and Services Limited,  
6<sup>th</sup> Floor, 7, Bhikaji Cama Place,  
New Delhi-110066**

**Date:**

**SUB: Empanelment of agencies for supply of Off Roll Staff on contractual basis at Various Location across India**

Ref : Your 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 |
|---------|--|--------------------------|
|         | Name of the bidder   |                          |
| 1.      | Year of establishment and constitution   |                          |
| 2.      | Registered /Corporate office and address   |                          |
| 3.      | Mailing address of the bidder  |                          |
| 4.      | Names and designations of the authorized persons.  |                          |
| 5.      | Telephone/Mobile Nos.of contact persons  |                          |
| 6.      | E-mail addresses of contact persons  |                          |
| 7.      | Background of business and service Profile   |                          |
| 8.      | Gross revenue of the bidder (Document to be enclosed)<br>Year 2022-23<br>Year 2023-24<br>Year 2024-25  |                          |
| 9.      | Net Profit (after all taxes etc) of the bidder (Document to be enclosed)<br>Year 2022-23<br>Year 2023-24<br>Year 2024-25<br>Documentary proofs- Audited / Unaudited are to be enclosed |                          |

**Check List to be submitted.**

Agencies who full fill the following requirements are eligible to apply. The Agencies having well-established facilities in the area along with experience in undertaking such work are eligible to apply.

| Sl. | Basic Requirement         | Eligibility Criteria   | Documents Required  | Response from the Bidder |
|-----|---------------------------|--|---|--------------------------|
| 1.  | Type of Company           | The bidder must be a company registered under Companies Act or, a partnership firm or an LLP. (Consortium of companies not permitted). | Certificates of Registration, as required   |                          |
| 2.  | Period of Business        | The Bidder should have been in existence for a minimum period of last 5 Financial Years in India in same business.                     | Copy of work orders and or certificate of completion of work  |                          |
| 3.  | Type of Clients handled   | Agency should have supplied manpower of minimum no. of 1000 to at least one of the Banks/Financial Institutions/Insurance Companies.   | Self-declaration on the letter head of the company stating no. of manpower deployed in support with the Copy of Engagement Letters/ Purchase order/Current Invoice. |                          |
| 4.  | Type of Manpower supplied | Bidder should give details of the manpower supplied to their clients, viz. specify the position and the number of manpower.            | Self-declaration on the bidder's letter head as per Annexure III  |                          |
| 5.  | No. of Office             | Number of Offices PAN India with address   | Copy of GST Registration certificate of all states.   |                          |
| 6.  | Blacklisting/ Litigation  | The bidder company should not currently have been blacklisted by any Government Department/ PSU/ or under any                          | Self-declaration on the bidder's letter head as   |                          |





|     |                       |  |   |  |
|-----|-----------------------|--|---|--|
|     |                       | declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance   | per Annexure IV   |  |
| 7.  | Taxation Registration | The bidder must have a valid PAN No. and GST No.   | Attested copies PAN No. and GST Number                                    |  |
| 8.  | Ownership             | The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of PNBCSL                           | Self-declaration on the bidder's letter head as per Annexure VII          |  |
| 9.  | Turnover              | Copies of Annual Reports in case of listed companies and copies of audited / un-audited balance sheets and P&L statements in case of others. |   |  |
| 10. | Integrity Pact        |  | Signed copy as per Annexure VI by the authorised signatory of the Agency. |  |

## Annexure II

### PENALTIES AND FINE

PNBCSL may impose Penalties and fine for losses (financial and reputational to the entity/parent entity) that may occur due to breach of contract/ agreement, faulty services or any other deficiency of services which may affect the working of the Company directly or indirectly. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the Service Provider.

Penalties and fine are detailed below-

| Sl. | Description  | Penalty/Fine   |
|-----|--|--|
| 1   | <b>Fresh Request:</b><br>Non-deployment of total manpower as per TAT mentioned in the contract as per the date of joining. | <p>The staffing agency shall agree to the Hiring TAT and beyond which there shall be a penalty attached to it. Hiring should be as per Business Urgency and Deployment including training shall complete within 30 days of Requisition. Beyond 30 Days @10% of the total value of previous month service fees (excluding GST) upto maximum of Rs 25,000/-</p> <p>Beyond 45 Days @20% of the total value of previous month service fees (excluding GST) upto maximum of Rs 50,000/-</p> <p>Beyond 60 days @30% of the total value of previous month service fees (excluding GST) upto maximum of Rs 1,00,000/-</p> <p>Beyond 90 days @50% of the total value of previous month service fees (excluding GST) upto maximum of Rs 2,00,000/-</p> |



| Sl. | Description  | Penalty/Fine  |
|-----|--|---|
| 2   | If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties                | <p>1) <b>Minimum:</b> Previous month total service fees (excl GST) or Rs 1 Lac per instance, whichever is lower.</p> <p><b>Maximum:</b> Upto 3 times of previous month's Total Service Fees (excluding GST) and Legal action against the Service Provider, depending on the gravity of the act.</p> <p><b>Or</b></p> <p>2) Cancellation of the contract with cancellation charges @ 5% of the total value of cumulative service fees (excluding GST) paid till date, with maximum capping of 3 times of previous month's Service Fees (excluding GST) and legal action against the Service Provider, depending on the gravity of the act.</p> |
| 3   | If the employee is found responsible for any theft, loss of material/ articles and damages                                       | Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged upto maximum of 3 months service fee with Replacement of employee maximum within 15 days from the requisition.  |
| 4   | If the employee is found responsible for disobedience/ misconduct  | Warning/ counselling of employee as decided by the PNBCSL depending on the gravity of the act and could further result in termination of the depute. If such instances continue, the warning shall be given to service provider depending on gravity of act and instances.  |
| 5   | <b>Replacement:</b><br>If the employee is absent or takes leave for more than 2 days without informing or taking prior approval. | Substitute within 15 days from the requisition, failing which penalty:<br>1. Beyond 15 days @10% of the total value of previous month service fees (excluding GST)  |



| Sl. | Description  | Penalty/Fine   |
|-----|--|--|
|     |  | upto maximum of Rs 25,000/- per instance.<br>2. Beyond 30 days 20% of the total value of previous month service fees (excluding GST) upto maximum of Rs 50,000/- per instance  |
| 6   | <b>Replacement:</b><br>If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace | Immediate replacement within 15 days from the requisition, failing which penalty:<br>1. Beyond 15 days @10% of the total value of previous month service fees (excluding GST) upto maximum of Rs 25,000/- per instance.<br>2. Beyond 30 days @20% of the total value of previous month service fees (excluding GST) upto maximum of Rs 50,000/- per instance   |
| 7   | Delay in payments of take-home remuneration by the Service Provider  | Rs.100/- per day per depute for each default till 7 calendar days.<br>Beyond that Rs.200/- per day per depute till the said amount is deposited to respective stakeholders and proof of same is submitted to PNBCSL. If payment date is a holiday, then next working day be treated as payment date.   |
| 8   | <b>Substitution / Replacement:</b><br>Performance not delivered by depute  | In case of performance not delivered by deputees in 2 consecutive months, the warning letter be issued to the concern depute by the Manpower Provider.<br>In case of performance not delivered by deputees in next 15 days of warning letter issued, the Manpower provider company shall issue termination letter.<br>Service Provider shall provide for replacement of depute as per the TAT in consultation with PNBCSL. |



**\*Note:-** All genuine delay for the non-delivery of service, be brought to the notice of PNBCSL within 15 days of placing the requisition/occurrence of event, based upon merit of case its discretion of PNBCSL to grant further extension or waive the penalty.

Any repeated instance of penalty/fine may lead to cancellation of contract with cancellation charges @ 5% of the total value of cumulative service fees (excluding GST) paid till date, with maximum capping of 3 times of previous month Service Fees (excluding GST), if PNBCSL comes to the conclusion that the act behind the penalty has led to adversely affect / impact on our goodwill / reputation or Business in the market.

Overall Penalty shall be maximum of 3 times of previous month service fee.

Interpretation for Penalty :-

- 1) Penalty: in terms of Service Fees
- 2) Month: Previous Month

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

### Annexure III

#### CREDENTIALS DETAILS

The expertise of the organization in recruitment of Manpower on Off-Roll, at various positions in other organizations should be exhibited in detail. The Credentials should be arranged as below:

| Sl. No. | Name of Organization along with the industry and country where the intervention was undertaken | Scope of the Assignment | Duration of the Assignment | Project Team |
|---------|--|-------------------------|----------------------------|--------------|
|         |  |                         |                            |              |
|         |  |                         |                            |              |
|         |  |                         |                            |              |
|         |  |                         |                            |              |
|         |  |                         |                            |              |

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

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

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

Yours sincerely,

**Signature of the Authorized Signatory Name:**  
**Designation**

**UNDERTAKING FOR NON- BLACKLISTED**  
**To be provided on letter head of the Bidder's Company**

**The Chief People Officer**  
PNB Cards & Services Limited,  
PNB House, 6<sup>th</sup> Floor,  
7, Bhikaji Cama Place  
New Delhi- 110066

Sir,

**Reg.: RFP for EMPANELMENT OF AGENCIES FOR SUPPLY OF OFF ROLL STAFF ON CONTRACTUAL BASIS AT VARIOUS LOCATIONS ACROSS INDIA**

We M/s \_\_\_\_\_, a company incorporated under the Companies Act, 1956/2013 with its headquarters at \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 5 years from the date of the Request for Proposal (RFP).

This declaration has been submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours faithfully,

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**ELIGIBILITY & EVALUATION CRITERIA FOR AGENCIES**

Following minimum Eligibility criteria shall be desirable for acceptance of bid & Evaluation Criteria:

| Sr. No. | Criteria   | Documents to be submitted  | Weightage  | Max. Score |
|---------|--|--|--|------------|
|         |  |  | Score  |            |
| 1       | The Agency must have Average Net Profit of atleast Rs. 1 Crore for the last 03 audited financial years viz. 2022-23, 2023-24 and 2024-25 | Copies of audited balance sheets/ Annual report along with profit and loss statement for corresponding years.          | Avg. PAT for 3 years   | 20         |
|         |  |  | Above Rs.1.00 Cr and upto Rs.5.00 Cr. =5   |            |
|         |  |  | Above 5Cr upto 10Cr =10  |            |
|         |  |  | Above 10Cr upto 15Cr =15   |            |
|         |  |  | Above 15Cr =20   |            |
| 2       | The Agency Turnover (Excluding GST) in last 3 consecutive financial years viz. 2022-23, 2023-24 and 2024-25.                             | Copies of audited balance sheets along with profit and loss statement for corresponding years.                         | Avg. Turnover for 3 years  | 20         |
|         |  |  | At least 25 Cr and upto 50Cr =5  |            |
|         |  |  | Above 50 Cr and upto 100 Cr =8   |            |
|         |  |  | Above 100 Cr upto 500 Cr =10   |            |
|         |  |  | Above 500 Cr and upto 1000 Cr =15  |            |
| 3       | The Agency should have provided the manpower to Banks/Financial Services/Insurance Companies.  | Copy of Engagement Letters/Purchase order/Current Invoice duly signed by Authorized Signatory of the Company.          | Banks/Financial Services/Insurance Companies Clients   | 10         |
|         |  |  | 1 =5   |            |
|         |  |  | 2 =7   |            |
|         |  |  | Above 2 =10  |            |
| 4       | Total Resources deployed in Banks/Financial Services/Insurance Companies.  | Self-declaration on the letter head of the company stating no. of manpower deployed in supported by Copy of Engagement | Total Employees engaged with BFSI clients:<br>1,000 to 5,000=10<br>5,001 to 10,000=15<br>Above 10,000=20 | 20         |





|   |                    |  |  |            |
|---|--------------------|--|--|------------|
|   |                    | Letters/Purchase order/Current Invoice.  |  |            |
| 5 | Presentation       | To be presented by the eligible bidders. Date & Venue shall be informed to the eligible bidders. |  | 30         |
|   | <b>Total Marks</b> |  |  | <b>100</b> |

\*Note: The qualifying marks is 50 out of 100.

## **INTEGRITY PACT**

PNB Cards & Services Ltd, is a wholly owned subsidiary of PNB, constituted under Companies Act 2013 (Act no V of 1970) and having its Registered Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, and Corporate Office at PNB House, 6<sup>th</sup> Floor, 7, Bhikaji Cama Place, New Delhi-110066 hereinafter referred to as “The Principal”, which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

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

### **Preamble**

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

### **Section 1- Commitments of the Principal**

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

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.

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.

The Principal will exclude from the process all known prejudiced person.

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)**

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.

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.

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.

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.

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.

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.

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.

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

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

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

#### Section 4- Compensation for Damages

If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

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

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.

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

In case of sub-contracting, the Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

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

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.

The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided

access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, PNBCSL.

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.

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, PNBCSL and recues himself/herself from that case.

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.

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.

The Monitor will submit a written report to the MD & CEO, PNBCSL 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.

If the Monitor has reported to the MD& CEO, PNBCSL, 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.

The word 'Monitor' would include both singular and plural.

#### Section 09- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings. If any claim is made/lodged during this time, the same shall be binding and continue to be valid



despite the lapse of this pact as specified above, unless it is discharged/ determined by MD & CEO, PNB.

#### Section 10- Other provisions

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

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

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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.

Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.

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 Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:

Witness 2:

(Name & Address)

(Name & Address)

**Annexure VII**

**UNDERTAKING FOR OWNERSHIP**

**To be provided on letter head of the Bidder's Company**

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**The Chief People Officer**

PNB Cards & Services Limited,  
PNB House, 6<sup>th</sup> Floor,  
7, Bhikaji Cama Place  
New Delhi- 110066

Sir,

**Reg.: RFP for EMPANELMENT OF AGENCIES FOR SUPPLY OF OFF ROLL  
STAFF ON CONTRACTUAL BASIS AT VARIOUS LOCATIONS ACROSS INDIA**

We M/s \_\_\_\_\_, having its headquarters at, \_\_\_\_\_ do hereby confirm that the bidder's agency has not owned or controlled by any of the Directors or present employees (or relatives) of PNBCL or PNB.

This declaration has been submitted and limited to, in response to the tender reference mentioned in this document.

Thanking You,

Yours faithfully,

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**SERVICE LEVEL AGREEMENT**

This Agreement is made at New Delhi on this .....**2026** between **PNB Cards & Services Limited**, a wholly owned Subsidiary of Punjab National Bank, registered under Companies Act 2013, having its Registered Office at Plot No. 4, Dwarka Sector-10 New Delhi – 110075 and Corporate office at 6<sup>th</sup> Floor, 7, Bhikaji Cama Place, New Delhi-110066, (hereinafter referred to as “**PNBCSL or Company**” which term shall mean and include its successors in title, subsidiaries, associates, affiliates and assigns) of the **ONE PART**;

.....  
.....  
....., through its authorized signatories hereafter referred to as the **Vendor or Service Provider**, which expression shall, unless repugnant to the context, include its successors and assigns, of the **OTHER PART**

**WHEREAS**

(i)The PNBCSL is desirous of availing services for providing Manpower through Service Provider agency to fulfill requirement of manpower in respect of PNBCSL.

(ii)The Service Provider is in the business of providing Manpower to Company and has agreed to provide the services as may be required by the PNBCSL mentioned in the Request of Proposal (RFP) dated .....2025 along with its clarifications/corrigendum issued by the PNBCSL, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

**ARTICLE 1**

**DEFINITIONS AND INTERPRETATION**

**1. DEFINITIONS**

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases used in this Agreement that are utilized shall mean and construed in the ordinary course of business in the human resource services industry or other



similar business context and shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

**“Bank”** means **“Punjab National Bank”**

**“Confidential Information”** shall have the meaning set forth in Article 18 of this SLA.

**“Deficiencies”** shall mean non satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby caused loss to a Party of this Agreement.

**“Intellectual Property Rights”** shall mean legal right, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) Trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

**“Project Cost”** means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.

**“Project Documents”** shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.

**“Request for Proposal (RFP)”** shall mean RFP dated .....2025.

**“The Company”** shall mean the PNB Cards and Services Limited (including all offices within the territory of India).

**“TAT”** shall mean turn around time.

## 2. INTERPRETATION



In these terms and conditions:

**‘Agreement’** or **“this agreement”** shall mean this service agreement and is the exclusive statement of this agreement between PNBCSL and Vendor. This agreement cannot be modified or amended or rescinded except by a written consent signed by both parties qua the amendment of the agreement.

**‘Services’** means the services as shall be provided by Service Provider to the Company pursuant to this Agreement, which shall include the recruitment, deployment, payrolling and statutory compliance of personnel and any other related recruitment consultation services as more particularly set out in Clause 3.3 of this Agreement.

**‘Candidate/Personnel/Manpower/Deputee’** means an employee of Service Provider deployed at Company’s premises for the purpose of rendering services as per Company’s instructions.

**‘Conditions’** means the standard terms and conditions set out in this Agreement and (unless the context otherwise requires) includes any special terms and conditions as shall be agreed in writing between the PNBCSL and Service Provider; and

**‘Writing’** shall include email, facsimile and other comparable means of communication.

## ARTICLE 2

### COMMENCEMENT, TERM & CHANGE IN TERMS

- 2.1 This Agreement shall commence from its date of execution mentioned herein above/ be deemed to have commenced from .....**2026(Effective Date)**.
- 2.2 This Agreement shall be in force for a minimum period initially upto ..... year from Effective Date, for ..... manpower (no. of depute), unless terminated by the party/parties by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The Company shall have the right at its discretion to renew this Agreement

upon satisfactory performance/review of the service provider in writing for a further term on the mutually agreed terms & conditions. However, renewal of this agreement for further term should not be more than one(1) year in once.

## ARTICLE 3

### AGREEMENTS

- 3.1 At the request of the PNBCSL and subject to the terms and conditions herein contained, Service Provider agrees to provide manpower recruitment services as more particularly described in Clause 3.3 by supplying to the PNBCSL Candidates to meet the PNBCSL's manpower requirements which requirements shall, from time to time, be advised by PNBCSL to Service Provider in writing indicating nature of each work, qualification standards for each position and number of personnel required ("**Request**").
- 3.2 As from the date hereof, PNBCSL hereby authorizes the Service Provider to act as its authorized representative in all matters involving the search for the required Candidate.
- 3.3 Sourcing and Managing of Off Roll Manpower
- i. The Service Provider should provide the manpower as per the requirement laid down by the Company based on education qualification, experience prescribed by the company for Off Roll manpower.
  - ii. Offer letter for off roll manpower will be issued by the Service Provider and the background verification having verification of qualification credentials including employment history shall be done within 30 days from the date of offer letter. It should be ensured that candidates identified should not have any police record/criminal record against them. The cost of background verification will be borne by the service provider only.
  - iii. Identity card will be issued by the Service Provider to off-roll manpower at their own cost.
  - iv. The Agency shall provide Mobile based Application with geo- tagging for attendance related activities to its deployed staff at PNBCSL at its own cost.
  - v. The Agency shall provide mobile based application at its own cost to its deployed staff at PNBCSL to business reporting.
  - vi. Service Provider will ensure that Salaries are given for the preceeding month to the deployed Personnel in time i.e. latest by 5<sup>th</sup> working day of the succeeding month.
  - vii. The Service Provider will be solely responsible and liable for



compliance with the provisions of various labour, Industrial and any other laws applicable and all statutory obligations relating to the personnel deployed in PNBCSL.

- viii. The candidates deployed by the Service Provider in PNBCSL will not have any right to claim employment in PNBCSL or PNB at any time.
- ix. The candidates deployed by the Service Provider in PNBCSL will always remain employees of Vendor only.
- x. Service Provider shall take prior approval/consent of PNBCSL for use of subcontractors for all or part of an outsourcing/hiring of manpower.

#### ARTICLE 4

##### **VENDOR'S OBLIGATIONS**

- 4.1 Service Provider agrees to provide the Company with recruitment services comprising sourcing for Candidates, through skill assessment, qualifications and descriptions, screening, profiling, pre- interviewing, short-listing and proposing to Company all pre-screened Candidates ("Services") on off-roll basis.
- 4.2 Service Provider upon receiving confirmation from the Company for the engagement or employment of any Candidate by Company, Service Provider shall then arrange mobilization of the Candidate which include, among other things, assist the candidate in preparing for complete necessary documents, obtain approval from necessary government agencies concerned with recruitment of personnel.
- 4.3 Service Provider shall provide the Group Accidental Insurance of Rs. 2,00,000/- (Rupees Two Lakh only) to each manpower deputed to the company. The cost of Insurance and its premium shall be borne by the Service Provider.
- 4.4 Service Provider will provide the training in collaboration with PNBCSL to the deputed Candidates on the IBA Model Code of Conduct. The IBA Model Code of Conduct is annexed as **Annexure-1**. The Service Provider shall specifically ensure compliance with various Laws / Acts applicable to contract staff, including but not limited to the following and their re-enactments/amendments/ modifications. Relevant compliance certificates to be submitted to the company by service provider within stipulated period on regular basis in reference to the following:
  - The Wage Code 2019
  - The Social Security Code 2020
  - The Industrial Relations Code 2020



- The Occupational, Safety, Health and Working Conditions Code, 2020
- The Contract Labour ( Regulation and Abolition) Act, 1970
- Prevention of Sexual Harassment at Workplace, 2013
- The Shops and Establishment Act of the relevant state.
- The Goods & Services Tax Act
- Any other Statute/Act/Regulatory guidelines as applicable from time to time.

- 4.5 It is hereby agreed between the Parties that in the event, the PNB CSL instructs Service Provider to hold salaries of a particular Personnel or enforces a stop pay instruction for a particular Personnel, Service Provider shall remit all statutory payments like PF, ESIC, PT, Income tax (TDS) and LWF against the salary payable to the Personnel, promptly by the respective due dates. The PNB CSL shall reimburse Service Provider, the applicable statutory contributions. The stop pay instruction shall be enforced only for the net salary payable to the Personnel. The net salary due to the Personnel shall be paid to the Personnel after release of the stop pay instructions and after receipt of reimbursement of the net salary amount from the PNB CSL.
- 4.6 PNB CSL agrees that in the event of revision in Minimum Wages or increase in the VDA/SDA/DA notified by the appropriate Government or on its behalf during the term of this Agreement, the current CTC structure of Personnel will automatically be revised to be on par with the requirements of such notification.
- 4.7 If any action or modification is necessitated to compliances under the labour laws including but not limited to the Provident Fund, ESI, Bonus, Maternity Benefit and retrenchment compensation as result of any Government notification/s, amendment/s, norm/s, rules and/or regulations, the same shall be agreed by both the parties and the PNB CSL agrees to pay to Service Provider the revised /additional cost as per the applicable Government's gazette notifications, amendment/s, norm/s, rules and/or regulations.
- 4.8 The employees engaged by the Vendor Company shall be deemed to be the employees of Vendor Company only, and the PNB CSL shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor Company 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 the agent of the other nor there is a master



–servant relationship between the parties. The relationship is on principal to principal basis.

## ARTICLE 5

### **PNBCSL'S OBLIGATIONS**

- 5.1 PNBCSL shall always have final authority on the selection, choice and confirmation of the Candidates for employment. In this regard, save and except for the Services falling within the obligations of Service Provider under this Agreement, the Company shall at all times be responsible and liable for the Candidate once deputed to the Company and shall comply with all laws regulations orders and regulatory requirements relating to the Personnel (including the Candidates so deputed) including but not limited to employment conditions or requirements imposed by local jurisdiction(s) in respect of Candidates so deputed to the Company.
- 5.2 PNBCSL shall use best efforts to maintain the welfare and protection of the rights of deputed Candidates hired pursuant to this Agreement in accordance with applicable laws and not less than industry standards.
- 5.3 PNBCSL shall remit the consolidated amount to the Service Provider on the basis of Bill raised. The Service Provider shall remit salary to its deputies' in their Bank account only within Five(5) day of completion of preceding month. If the Service Provider delayed in payment of remuneration to its deputees and any claim/damage arises in future then service provider is solely liable for its delayed payment of remuneration to its deputees.
- 5.4 The Company will provide ongoing training to the deputed Candidates and in such areas as it may deem necessary including salesmanship and communication. PNBCSL shall directly or in consultation with the Service Provider provide the necessary training to the manpower for PNBCSL specific tools, applications, and machinery etc., if required.
- 5.5 The attendance of the manpower shall be ensured by Service Provider.

## ARTICLE 6

### **COST OF SERVICES**

- 6.1 The service fee shall be .....% of the CTC (excluding GST ) per Personnel per month. However, service fee shall not be payable on the variable pay(incentive) which shall be paid to the Deputee for their performance by the PNBCSL.
- 6.2 PNBCSL shall pay Service Provider every month cost of Services that shall include all amounts paid and payable by Service Provider to the Personnel or on their behalf, whether on a monthly basis or in lump sum for providing the Services to PNBCSL, by way of salary, statutory

benefits such as ESI, Maternity Benefit, retrenchment compensation, Employee Compensation and Provident Fund at the rate of 13% of the Personnel PF wages (PF contribution 12%+PF Admin Fee 0.5%+ EDLI charges of 0.5%) and all periodic labour welfare payments as per applicable laws.

6.3 **Monthly Bonus:** Statutory Bonus payable to eligible Personnel under the Payment of Bonus Act 1965 shall be paid monthly basis along with Payroll for the previous month. In the event of death or expiry/completion/ termination of a Personnel's contract, accrued bonus shall be paid along with the full and final settlement of dues. PNBCSL shall verify the data and approve disbursement on monthly basis.

6.4 Prior to deployment of Personnel, PNBCSL shall specify the appropriate skill categorization in respect of the Services to be rendered by respective Personnel under this Agreement. In the event PNBCSL wish to modify or revise the roles and responsibilities of a Personnel during the term of this Agreement, PNBCSL shall provide Service Provider at least 30 days' prior written notice and agree to the applicable minimum wage revisions in the event such revision results in change in skill categorization.

6.5 **PAY & COLLECT:** Where a Candidate is deputed with the Company within 15 days of the Request, the Company shall be liable to pay the Service Fee and will be invoiced the Service Fee in arrears on a monthly basis on the last day of every month. The invoice shall be paid by the Company within thirty (30) days of receiving such an invoice without any discrepancies.

## ARTICLE 7

### REPRESENTATION AND WARRANTIES

The Service Provider represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

7.1 That the representations made by the Service Provider in its Bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the RFP and unless the Company specifies to the contrary, the Bidder shall be bound by all the terms of the RFP.





7.2 That all the representations and warranties as have been made by the Service Provider with respect to its Bid and Contract, are true and correct, and shall continue to remain true and correct throughout the term of this Contract.

7.3 That the execution of the Services herein is and shall be in accordance and in compliance with all applicable laws.

7.4 That there are-

- a) no legal proceedings pending against Service Provider or its team which adversely affect/may affect performance under this Contract; and
- b) no inquiries or investigations have been threatened, commenced or pending against Service Provider or its team members by any statutory or regulatory or investigative agencies.

7.5 That the Service Provider has the corporate power to execute, deliver and perform the terms and provisions of this Contract and has taken all necessary corporate action to authorize the execution, delivery and performance by it of the Contract.

7.6 That all conditions precedent under the Contract has been complied.

7.7 That neither the execution and delivery by the Service Provider of the Contract nor the Service Provider's compliance with or performance of the terms and provisions of the Contract:

- a) will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or government authority binding on the Vendor,
- b) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Vendor is a Party or by which it or any of its property or assets is bound or to which it may be subject or
- c) will violate any provision of the Memorandum and Articles of Association of the Service Provider.

7.8 That the Service Provider certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Service Provider which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.



- 7.9 That the Vendor/Service Provider confirms that there has not and shall not occur any execution, amendment, or modification of any agreement/contract without the prior written consent of the PNBCSL, which may directly or indirectly have a bearing on the Contract or the project.
- 7.10 That the Service Provider owns or has good, legal or beneficial title, or other interest in, to the property, assets and revenues of the Service Provider on which it grants or purports to grant or create any interest pursuant to the Contract, in each case free and clear of any encumbrance and further confirms that such interests created or expressed to be created are valid and enforceable.
- 7.11 That the Service Provider owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all Intellectual Property Rights, which are required or desirable for the project and the Service Provider does not, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. None of the Intellectual Property or Intellectual Property Rights owned or enjoyed by the Service Provider or which the Service Provider is licensed to use, which are material in the context of the Service Provider's business and operations are being infringed nor, so far as the Service Provider is aware, is there any infringement or threatened infringement of those Intellectual Property or Intellectual Property Rights licensed or provided to the Service Provider by any person. All Intellectual Property Rights (owned by the Service Provider or which the Service Provider is licensed to use) are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the PNBCSL indemnified in relation thereto.
- 7.12 Any intellectual property arising during the course of the execution under this contract related to tools/ systems/ product/ process, developed with the consultation of the Service Provider will be intellectual property of the Company.

## ARTICLE 8

### RELATIONSHIP OF PARTIES

- 8.1 Nothing herein contained shall constitute or be implied to have constituted a partnership, joint venture, principal/agent, or employer/employee relationship between the Parties hereto and no Party shall have any right, power or authority to act for or to bind or commit to assume any obligation or responsibility on behalf of any other Party.
- 8.2 Unless as otherwise herein agreed by the parties, each of the parties hereto shall bear its own cost and expenses, including but not limited to, paying out salaries to its own employees or staffs and other outgoings towards

performing its part of obligations under the agreement.

- 8.3 Each of the parties hereto shall be responsible to bear and pay its own tax.

## ARTICLE 9

### CONTINGENCY PLANS

- 9.1 The Service provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Company. The Service Provider at PNB CSL's discretion shall co-operate with the Company in case of any contingency.
- 9.2 The Vendor shall ensure to have effective business continuity and disaster recovery plan. The Vendor shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same.

## ARTICLE 10

### SETTLEMENT OF DISPUTES

- 10.1 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.
- 10.2 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.



- 10.3 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, the PNBCSL 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 PNBCSL from the Payable Dues, being treated as default so that the business of the PNBCSL is not disrupted.

## **ARTICLE 11**

### **LIMITATION OF LIABILITY**

- 11.1 The Vendor's aggregate liability in connection with obligations undertaken as a part of this Agreement regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total annual Service Fee paid.
- 11.2 This limit shall not apply to third party claims for:
- a) IP Infringement indemnity.
  - b) Bodily injury (including death) and damage to real property. If a third party asserts a claim against the Company that a service acquired under the agreement infringes a patent or copy right, vendor should defend the Company against that claim and pay amounts finally awarded by a court against PNBCSL or included in a settlement approved by vendor.
- 11.3 The Vendor's liability in case of claims by the PNBCSL resulting from its willful misconduct/disobedience , loss suffered by the Company due to damage to real or tangible or intangible property by Vendor, its employees and/ or subcontractors or loss suffered by PNBCSL or Bank due to infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.
- 11.4 The Vendor shall indemnify PNBCSL against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the services or software or hardware or any part thereof.
- 11.5 All deputies engaged by the Vendor shall be in the sole employment of the Vendor and the Vendor shall be solely responsible for their salaries and statutory payments. That under no circumstances shall PNBCSL be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the deputies or personnel of the Vendor provided that PNBCSL abides by the payment terms set out under this Agreement at all times during the term of this



Agreement.

- 11.6 Notwithstanding any provision to the contrary contained in this agreement, or any other document in relation to the services provided under this agreement, except for the non-payment of statutory dues and/or employee benefits in respect of deputees, service provider's liability arising out of act or omission including but not limited to any misconduct, disobedience, negligence, misrepresentation, misappropriation, fraud, forgery, dishonesty, robbery, theft, breach of confidentiality by any deputees shall in no event exceed the amount recovered from such deputees and subject to any penalty imposed by Court of Law.
- 11.7 In no event shall either party be liable to the other for any incidental, special, exemplary, consequential or punitive damages based on any theory of contract, tort, strict liability, negligence, equitable principle or otherwise, even if such party has been advised of, or should have known of, the possibility of such damages.

ARTICLE 12

**NON-DISCLOSURE**

- 12.1 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 maintain the secrecy of Company's/Bank's data as per following:
- iv. 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.
  - v. 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 Company 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.



- vi. 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 hire shall not be allowed without prior permission of the Company.
- vii. Service Provider will strictly always maintain the secrecy of Company's/Bank's data.
- viii. The Service Provider 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.
- ix. Service Provider shall indemnify PNBCSL against any loss suffered by PNBCSL due to disclosure or misuse of confidential information by any of the employees of Service Provider.
- x. In case of any inconsistency between any term of this clause and the Non-Disclosure Agreement (NDA) entered between the parties, the provision of said NDA will prevail.

## ARTICLE 13

### INDEMNIFICATION

- 13.1 Service Provider shall, at their own expense, cost/charges, etc. defend and indemnify PNBCSL against any claims due to loss of data / damage to data etc. arising as a consequence of non-implementation or non-maintenance or not providing the service within 30 days at any of the designated location(s).
- 13.2 Service Provider assumes responsibility for and shall indemnify and keep the PNBCSL 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 empaneled Agency obligation under these general conditions or for which the empaneled Agency has assumed responsibilities under the Agreement / 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 empaneled Agency or others in connection with the performance of any system covered by the purchase contract.
- 13.3 Service Provider 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 PNBCSL during the tenure of contract. Where any patent,





trademark, registered design, copyrights and/ or intellectual property rights vest in a third party, the empaneled Agency 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 PNBCSL including but not limited to action for injunction in connection with any rights affecting the machine/licenses supplied by the empaneled Agency lawsuits under the purchase contract or the use thereof, the empaneled Agency agrees and undertakes to defend and / or to assist the PNBCSL in defending at the empaneled Agency cost against such third party's claim and / or actions and against any law suits of any kind initiated against the PNBCSL.

## ARTICLE 14

### TERMINATION

- 14.1 This Agreement shall be effective on the date above set forth and continue until terminated in accordance with this Article. Provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement and the obligations under this Agreement shall continue even after the termination of this Agreement in respect of any act, deed, matter or thing happening prior to such termination of this Agreement..
- 14.2 Neither Party may unilaterally cancel this Agreement except for the following events:
- (a) at the discretion of a Party by serving a prior written notice to the other Party of not less than Thirty (30) days without ascribing any reason thereto;
  - (b) immediately by a Party by serving a written notice to the other Party if an order is made or a resolution is passed for the winding-up of the other Party, except for the purpose of reconstruction or amalgamation not involving the realization of assets in which the interest of creditors is protected;
  - (c) immediately by a Party by serving a written notice to the other Party if the other Party goes into liquidation or a receiver is appointed over the assets of the other Party or the other Party makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts;





- (d) immediately by a Party by serving a written notice to the other Party if execution is levied against a substantial portion of the other Party's assets, unless it has instituted proceedings in good faith to set aside such execution;
  - (e) immediately by a Party by serving a written notice to the other Party if a provisional liquidator, receiver or manager of the other Party's business or undertaking has been duly appointed, or possession has been taken by or on behalf of creditors or debenture holders secured by a floating charge of any property of the other Party comprised in or is a subject of the said floating charge;
  - (f) by written notice of not less than 14 days to the other Party if the other Party ceases or threatens to cease all or substantially all its business; or
  - (g) immediately by a Party by serving a written notice to the other Party if the other Party has breached this Agreement and fails to remedy such breach within 30 days upon receiving written notice of such breach.
- 14.3 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 Purchase Order.
- 14.4 Further, in case of delay of Services, which shall be solely decided by the PNBCSL, the PNBCSL shall not be held liable for non-performance of its obligations under the Agreement and the PNBCSL shall have the right to terminate the contract without giving any further notice to the Service Provider. PNBCSL also reserves the right to assign the work to other Service provider without any consequences and claims. In the event of a termination, PNBCSL shall pay Service Provider as full compensation all undisputed amounts due for Services rendered prior to the Notice and for Services thereafter rendered as specified in the Notice.



- 14.5 Upon termination of this Agreement under **Clause 14.2**:
- (a) the powers and rights granted by and the obligations in this Agreement shall terminate immediately save to the extent set out in **Clause 14.1**;
  - (b) all invoices shall become immediately due;
- Provided that the termination shall not affect or prejudice the rights of any Party which have accrued prior to the date of termination of this Agreement.

## **Article 15**

### **Exit Process of depute(s)**

- 15.1 The parties acknowledge that the services of the Deputee may come to end in accordance with the applicable laws and regulations governing such services. Subject to aforesaid:
- 15.1.1 Company may terminate the depute on grounds of closure or cessation of operations of the establishment/undertaking or due to retrenchment to prevent losses subject to serving on to the said depute a written notice of at least 30 days before the intended date thereof or payment of separation/termination pay equivalent to 30 days' emoluments.
  - 15.1.2 Company may direct the service provider to terminate the depute immediately on the following causes: lack of skills for the job resulting in poor performance, serious mis-conduct, willful disobedience to company's lawful orders, habitual neglect of duties, absenteeism, in-subordination, revealing secrets/any data of the company, violation of laws of the land and/or terms of his/her employment etc., wherein the company shall not bear any expenses. Further, criminal proceedings shall be initiated against the depute for revealing secrets/any data of the company and/or violation of the laws of the land.
  - 15.1.3 The depute may, on the other hand, submit his/her resignation by serving 30 days in advance written notice to the service provider.
  - 15.1.4 In the event of death of the depute, the belongings left in the Company's premises shall be handed over to the service provider.
- 15.2 PNBCSL may request for withdrawal of Depute through its designated personnel. Based on PNBCSL's inputs, in cases like reputational damage, theft, fraud & moral turpitude and business non- performance or Business decision of the management etc., Service Provider/Vendor may withdraw such Depute following due process of law, and salary and other expenses proportionate to the number of days worked by that Depute in the applicable month shall be chargeable on PNBCSL, in case there are no deductions. In all other cases, PNBCSL may request Service Provider for withdrawal of Depute subject to



payment of notice period agreed between Service Provider and such Deputee or request Service Provider to pay (equal to one-month gross salary or as per applicable law) to Deputee or as agreed, if in sole opinion of Company such Deputee is not suitable.

15.3 Service Provider to ensure smooth exit process of deputies and ensure below compliances, but not limited to, in addition to other compliances:

- i. PNBCSL shall inform the resignations to Service provider and The Service provider to capture the reasons for resignation for 100% executives resigning. For avoidance of doubt, parties agree that this does not apply to such employees that are absconding cases.
- ii. 1 month notice period to be served in case of voluntary resignation. Any deviation in the number of days must be approved by PNBCSL.
- iii. For avoidance of doubt, parties agree that PNBCSL shall inform Service provider about absconding cases and Service Provider will send formal communication to be absconding Deputies and records will be maintained.
- iv. Absconding letters be issued where the same is sent through registered post to Deputies address or a soft copy will be issued to their email ID
- v. Termination letters/mail be sent to Deputee residence address/email id based on PNBCSL's mail confirmation if Deputee indulged in Policy breach and any in disciplinary activities.
- vi. Relieving letter be processed once the employee quits from system based on PNBCSL's communication.

15.4 The Service provider will not relieve the candidates without the necessary written permission from the Company. The service provider will instruct the Deputies to obtain permission from the Company, Admin Team, reporting manager and SPOC on his/her last working day. The full and final settlement has to be done by Service provider as per the Applicable Laws/Code enacted by Govt. time to time from last working day.

## ARTICLE 16

### **FORCE MAJEURE**

16.1 The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties, i.e. Force Majeure.

16.2 For the purpose of this Article, "Force Majeure" shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God,



wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the parties, resulting in such a situation.

16.3 In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within seven (7) calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure.

16.4 In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem. Further, the affected party may terminate the Agreement by giving 30 days prior written notice to the other Party.

#### ARTICLE 17

##### **INFORMATION SECURITY**

17. Service provider shall, at all times, strictly comply with PNBCSL all present and future provisions of the information security policy/guidelines of RBI, respective Govt. Agencies and the Bank/PNBCSL and provide such regulatory requirements at no additional cost to PNBCSL during contract period. Solution/service may be audited by RBI/ any other Regulatory Authority and observation pointed out by these bodies have to be complied by the service provider within the timelines stipulated by the regulatory agencies, without any additional cost to PNBCSL. The offered solution shall be subject to PNBCSL audit through off- site and/or on site scrutiny at any time during the contract period. The auditors may be internal/external. The successful bidder should provide solution and implementation for all the audit points raised by PNBCSL internal team during the contract period, within the stipulated timelines, without extra cost.

#### ARTICLE 18

##### **INSPECTION AND AUDIT**

18.1 The / vendor shall allow PNBCSL, its management, auditors, regulators, RBI and/or agents the opportunity for inspecting, examining, auditing and/or taking copies of the vendors records and information which are relevant to the agreement and/ or for carrying out the activities as /or financial arrangements/ agreements set forth in the Agreement. The vendor shall make necessary



changes in the vendor's operations / upgrades to the IT systems as may be necessary or as required by PNBCSL from time to time to ensure data safety.

- 18.2 Where any deficiency has been observed during audit of the service provider on risk parameter finalized by PNBCSL or in certification submitted by the auditors, it shall be agreed upon by the service provider that it shall correct/resolve the same at the earliest. It is also agreed that the service provider shall provide certification of the auditor to PNBCSL regarding compliance of the observations made by the auditors covering the respective risk parameters against which deficiencies observed.
- 18.3 PNBCSL has the right to continuously review, monitor and assess the services of the Service Provider at regular intervals, based on satisfactory performance in the previous period. The Company reserves the right to change the assignment scope considering the size and variety of the requirements and changing business conditions subject to mutual discussion and agreed in writing.
- 18.4 PNBCSL may obtain copy of any audit or review reports and findings made on the service providers in conjunction with the services performed for PNBCSL.

## ARTICLE 19

### CONFIDENTIALITY

- 19.1 The service provider shall not, without prior written permission of the Company to which the confidential information belongs, directly or indirectly disclose or cause to be disclosed any confidential information to any third party. Service Provider shall not, without the prior written consent of the Company, make use of any document or information except for purposes of performing this agreement. Service Provider shall take all steps as may be reasonably necessary to protect the integrity of confidential information and to ensure against any unauthorized disclosure thereof. That Service Provider shall use the confidential information only for the purpose for which it was provided and shall not use it for profit from the same in an unauthorized manner. The Service Provider 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 strict terms than this Agreement. Even if the Service Provider's employee leaves the job, he will neither share any information about PNBCSL/PNB Network Security with anybody else nor he/she will use it for his/her new job. Service Provider shall continue to be responsible for any such act of its ex-employee. Service Provider shall indemnify Company against any loss suffered by Company due to disclosure of confidential information by employee of Service Provider. 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.

- 19.2 **Confidentiality and Non-disclosure:** Service Provider shall not without the consent of Company make use of any document or information coming in its way while discharging their duties of Company except for the purpose of performance of this agreement. 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.

## ARTICLE 20

### GOVERNING LAWS

- 20.1 This Agreement shall be interpreted in accordance with and subject to the laws of India but not to the exclusion of and prejudice to the laws of the state of employment, covenants, and practices.
- 20.2 The Parties shall comply with all applicable laws and with all directions, orders, requirements, and instructions given to the relevant Party by any authority competent to do so under any applicable law.

## ARTICLE 21

### PERFORMANCE GUARANTEE AND PENALTIES

- 21.1 Service Provider shall submit a Performance Bank Guarantee to the Registered office of the Company for an amount equivalent to 3% of order value (Monthly CTC \* 12\* No. of Candidates required) (number of Candidates required for the purpose of bank guarantee is as per clause 2.2) within 15 days of issuance of Letter of Intent. The Bank guarantee will be initially valid for 12 months with a claim period of 6 months. No interest on PBG will be paid by PNBCSL.
- 21.2 The Service Provider initially must furnish a Performance Bank guarantee for 100 deputees, which shall cover any number of deputees recruited numbered between 1 to 100. As soon as the number of deputees exceeds 100, additional Bank Guarantee for 100 deputies shall be provided, which shall cover any number of deputees recruited numbering between 101 to 200, and so on, from a Scheduled Commercial Bank other than Punjab National Bank in a format provided/ approved by the PNBCSL.
- 21.3 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.

- 21.4 **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 PNBCSL 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.
- 21.5 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, its 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.
- 21.6 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

## ARTICLE 22 COMPLAINTS

- 22.1 Subject to the clause 15.1 of this Agreement, PNBCSL shall have the right to have any Candidate removed in case of its complaints or as decided by the PNBCSL, if the person is not performing the job satisfactorily or otherwise.
- 22.2 The Service Provider shall have an effective policy or mechanism on redressal of complaints received from the Company or PNB in relation to services provided by the depute.
- 22.3 The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to the Personnel deployed. The PNBCSL shall in no way be responsible for settlement of such issues whatsoever.
- 22.4 In case of issues related to non-compliance or performance shall directly intimated to the Chief Business Development Officer of the parties within 15 days from the date of arise of the issue.

## ARTICLE 23 AMENDMENTS

- 23.1 In the event the terms of this Agreement shall be affected by the policies, rules and regulation and future legislation of India, this Agreement shall be amended or modified accordingly upon mutual consent of the Parties hereto.



- 23.2 No modification, alteration and/or amendment to this Agreement and/or its appendixes shall be effective unless made in writing by way of supplementary agreement(s) specifically referring to this Agreement and duly signed by the Parties.
- 23.3 Pending execution of the supplementary agreement(s) by both parties and the same becoming effective, the Parties shall proceed in accordance with the terms and conditions of this Agreement existing immediately prior to the said supplementary agreement(s) becoming effective.

## ARTICLE 24

### NOTICES

- 24.1 Except as otherwise provided herein, any notice required or permitted to be given pursuant, or in reference, to this agreement shall be in writing and sent by only through Speed Post /Registered Post /Fax/ E-mail to the address of either party as is duly specified in the present agreement.
- 24.2 Any of the parties may change their address by a notice given to the other in a manner hereinabove set forth.

## ARTICLE 25

### INTELLECTUAL PROPERTY RIGHTS

- 25.1 Vendor/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 PNBCSL's employee or agent, without PNBCSL's prior, written, express consent. The PNBCSL 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 PNBCSL to take appropriate actions as available to it in law and the RFP.
- 25.2 Subject to condition that PNBCSL may grant Service Provider to use its name, designated trademark(s) and website link solely on Service Provider's marketing and promotional material like the website, social media channels like Twitter, LinkedIn, Facebook, and marketing collateral like case studies, whitepapers, etc. Service Provider's use of the logo does not and will not infringe upon or violate any intellectual property right of, or infringe upon or violate the right of privacy or any other right of any third party.
- 25.3 Except as otherwise set forth in this clause, neither party shall use the other party's Trademarks without prior written consent of the other party.

## ARTICLE 26

### MISCELLANEOUS

- 26.1 Data Protection:** Vendor will not process any personal data for PNBCSL, by the nature of its engagement. In this staffing arrangement, both Parties shall act



as independent data controllers. For the sake of clarity, the personal data of vendor's deputees is the proprietary information of vendor and it will process this information as an independent data controller. That the vendor 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. A Web portal, if any will be secured to avoid hacking, infusion of virus, un-authorized copying, tampering, etc. and all sorts of security required as per law & practices to be adopted and implemented by first party.

**26.2 Service Details:** The Service Provider/Contractor shall have effective policy and infrastructure on redressal of complaints received from PNBCSL or PNB in relation to services performed by the Personnel. Service provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to Personnel deployed. The PNBCSL shall, in no way be responsible for settlement of such issues whatsoever.

After award of contract, if the Service Provider is found to be charging any amount from the manpower on its roll in any manner, the agreement shall be terminated immediately with forfeiture of Performance Security amount and also the Service Provider will be blacklisted. Any amount received from its manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.

**26.3 Quality of Service:** The service provider shall ensure that its business and activities are conducted in such a manner that the reputation, standing, status, integrity and goodwill of PNBCSL is in no way effected or compromised under any circumstances. Service Provider shall instruct the Personnel to be extremely courteous with a very pleasant mannerism in dealing with the Customer and staff and should project an image of utmost discipline as per IBA Model Code of Conduct.

**26.4 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.

**26.5 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.

**26.6 Severability:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intention of the Parties.

**26.7 Allocation of Work:** In case, the Company does not find the Service Provider up to its satisfaction, even after providing reasonable opportunity, then the Company reserves its right to get it done from next bidder as per their rate quoted or any other empaneled agency/agencies for which the Service Provider will have no obligation and not raise any bills, dispute in this context, at any point of time.

The Company may at its own discretion allocate work to more than one empaneled agency at a time depending on the quantum, nature and priority of work, if other empaneled agency will be ready to accept/work on the L1 rate explored.

In case, when the time period is too short or any other exigencies, the services may be entrusted to any of the empaneled agencies/agency which PNBCSL deems fit to meet the deadline.

**26.8 Waiver:** Any delay, neglect, or forbearance on the part of a Party in enforcing any provision of this Agreement against the other Party shall not be deemed to be a waiver of that provision or any other provision of this Agreement and shall not prejudice the right of the Party to enforce this Agreement.

**26.9 Cost:** Any cost incidental to the preparation of this Agreement including the cost for stamp duty shall be borne by the Service Provider.

**26.10 Time:** Time whenever mentioned shall be the essence of this Agreement.

**26.11** Notwithstanding anything contained in this agreement, the arrangement hereby agreed between the parties shall be on a non-exclusive basis. The company reserves the right to appoint/engage other vendor (s)/service provider (s) to provide like services concurrently or otherwise during the currency of this agreement or subsequent agreement.

**26.12 Covenant:** It is hereby expressly agreed that both Parties shall ensure compliance with laws relating to Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013 (as amended from time to



time) ("POSH"). It is hereby agreed that, in the event of such complaint being reported by or against an Deputee, PNBCSL shall promptly inform Service Provider and forward the complaint to Service Provider along with any documentary evidence or names of witnesses if available, to initiate the inquiry. PNBCSL shall extend all its support in the investigation, hearing and resolving of sexual harassment complaints and if required, shall also support in forming a joint Internal Complaints Committee (ICC) to address POSH complaints in accordance with the provisions of POSH Act.

**26.13 NON SOLICITATION:** During the term of this agreement PNBCSL agrees that it will not recruit or solicit for recruitment any existing employee of Service Provider. In the event of a breach of this clause, PNBCSL shall pay Service Provider an amount equivalent to 3 months current CTC of such candidate/employee.

**26.14** To give effect of this Service Level Agreement other related agreement viz. (i) Confidentiality Cum Non disclosure Agreement(stamped), (ii) Integrity pact(stamped) and other supporting document viz.(i) Guidelines for selection process and on Boarding Process(Unstamped), (ii) PNBCSL Model Code of Conduct for Field Sales Personnel/Agents(non-stamped) are also signed and annexed to this agreement.

IN WITNESS WHEREOF the parties hereto have signed these presents on the day, month and year mentioned here in above.

**For,  
M/S PNB Cards & Services Limited  
Signature:**

**(Authorized Signatory)**

**Name:**

**Title:**

**Date:**

**Witness 1 :**

**Witness 2 :**

**For,  
M/s .....  
Signature:**

**(Authorized Signatory)**

**Name:**

**Title:**

**Date:**

**Witness :**