

**Request for Proposal (RFP)**  
**For**  
**“Engagement of TPA for managing end to end NATS/NAPS**  
**Apprenticeship scheme for PNB CSL at various locations across**  
**India.”**

**PNB CARDS & SERVICES LIMITED | पीएनबी कार्ड्स एंड सर्विसेज लिमिटेड**

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CIN: U74999DL2021PLC378579 | Web: <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 PNB CSL 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 PNB CSL 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 PNB CSL 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 PNB CSL, 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 PNB CSL 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 PNB CSL 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 appointed as TPA for managing end to end NATS/NAPS Apprenticeship scheme for PNBCSL in accordance with this RFP.
8. "Personnel / Resources" means Apprentices 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 Engagement of TPA for managing end to end NATS/NAPS Apprenticeship scheme for PNBCSL.
12. "Selected Agency" means the Appointed TPA 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/2026/01
2.	RFP Issue Date	17 February, 2026
3.	Last Date of Pre-bid Query	23 February,2026
4.	Date of Pre-bid Meeting	25 February,2026 at 11.00 PM at PNB Cards and Services Ltd., PNB House, 6 <sup>th</sup> Floor, 7 Bhikaji Cama Place, New Delhi-110066
5.	Last date for bid submission	09 March 2026 by 5 PM
6.	Bid Validity period	180 days from the last date of Bid submission
7.	Empanelment/ RFP Coordinator	Chief People Officer, PNB Cards and Services Ltd., PNB House, 6 <sup>th</sup> Floor, 7, Bhikaji Cama Place, New Delhi-110066 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>
8.	Contact Person	Mr. Anuj Bhardwaj, Manager (HR & Admin) +91 8700448244



## **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 Engagement of TPA for managing end to end NATS/NAPS Apprenticeship Scheme for PNBCSL. 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 or any other product 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 Engagement of TPA for managing end to end NATS/NAPS Apprenticeship Scheme for PNBCSL at various locations across India to PNBCSL.

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

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.

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.

The applicant to submit the bids as per the details of eligibility criteria which are given below:

### General Eligibility Criteria:

Sl.	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)
1	Blacklisting/ Litigation	The bidder should not have been blacklisted presently or faced legal action by any Government Department / PSU/ RBI or IBA or any other Government Agency.	Self-declaration on the bidder’s letter head
2	Taxation Registration	The bidder must have a valid: 1. PAN (Mandatory) 2. GST Registration No. (Mandatory) 3. MSME Registration No. (If applicable) 4. Any other	Attested copies of all certificates & KYC of Company and Its Directors
3	Common Shareholders Declaration	The Bidder to provide information that any of its subsidiaries or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms / LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder.





4	Ownership	The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of PNBCSL or PNB.	Self-declaration on the bidder's letter head
5	Capacity to provide apprentices.	The bidder should have the capacity to provide apprentices on need basis	Copy of active work orders.
6	Presence	The applicant must have presence in multiple states and have supplied apprentices' services at multiple states for various positions i.e., Sales Staff, Admin Dept., Tele callers, MIS Executives, Data Entry/Computer Operators, etc	Copy of GST Registration Certificate of different states.

**Technical Eligibility Criteria**

Sl.	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)	Technical Marking system
1	Legal Entity	The bidder must be an Indian firm; a public or private firm, registered under the Companies Act 2013, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted) established in India at least for the last 3 years.	Documentary Proof to be attached (Certificate of Incorporation, Partnership Deed, Shop & Establishment Certificate)	5 marks on fulfillment of criteria
2	Registration Under NAPS / NATS	The Applicant Entity should have been <u>active registration as on date</u> under TPA with NSDC (National Skill Development Corporation) and/or NATS (National Apprentice Training Scheme) and/or preferably PMIS (The Prime Minister's Internship Scheme 2025) and practicing continuously in India for the last 3 years as on date of RFP.	Registration Certificate issued by NSDC and Self declaration on letterhead.	10 marks on fulfillment of criteria
3	Turnover	The Bidder must have registered an average turnover of Rs. 10 Crores during the last three completed financial years (FY) i.e. 2022-23, 2023-24 and 2024-25.	Audited P&L, Balance sheet and CA Certificate	10 Marks



4	Net profit	Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three audited years, i.e. 2022-23, 2023-24 and 2024-25.	Audited Financial statements for the relevant years.	5 Marks
3	Bidder Experience-1	The Entity/Bidder must have experience of hiring Apprentice & managing apprenticeship programs and placements in relevant industries experience of a minimum of 5 clients of the Service Sector` in last 3 years,	A copy of engagement letter, work order, Purchase order agreement, should be attached.	Number of clients Experience. Minimum 5 work orders =10 Marks. 6 to 10 work orders =15 Marks. More than 10 work orders =20 Marks
4	Bidder Experience-2	The bidder should have Successfully completed "Similar Works Related to Third Party Manpower hiring of Apprentice & managing apprenticeship programs and placements. (Annually)  Any-One work order or agreement for not less than 100 apprentice placements. Or Any-Two work orders or agreement for not less than 50 apprentice Placement. Or Any-Three work order or agreement for not less than 30 apprentice placements.	A copy of engagement letter, work order, Purchase order agreement, should be attached.	10 marks on fulfillment of criteria
5	Client Reference	The bidder should provide client reference and contact details (email/ landline/ mobile) of a minimum of 5 customers for whom the bidder has executed similar projects (start and end date of the project to be mentioned)	Client reference in the format of name, Company name, email, and contact number – on company letterhead	Client Reference Minimum 5 Client details = 5 Marks.  6 to 10 Client details = 10 Marks.  More than 10 Client Details = 15 Marks
6	Presentation	The Company/ firm should provide a presentation of its organization with the following details. <ul style="list-style-type: none"><li>• Company profile</li><li>• Past Performance &amp; Credentials.</li><li>• Proposed RFP and</li></ul>	Presentation to be attached on the online portal in PDF or PPT format (Score will be at the sole discretion of PNB CSL)	25 marks (Sole discretion of PNB CSL)



		sample presentation with action plan with working style. <ul style="list-style-type: none"> <li>• Awards &amp; Recognitions.</li> <li>• Resource management and planning.</li> </ul>		
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**Note:** The authorisation resolution in favour of authorised signatory must be submitted, for example Board Resolution in case of Company.

**4. PROJECT SCOPE**

The purpose of this RFP is to inform potential Bidders to provide PNBCSL apprentices at various locations across India under apprenticeship scheme Company’s requirements. The bidder should also demonstrate that it has financial organizational infrastructure to fulfil the fundamental requirements set out in this RFP. The awarded contract will be valid for 03 years. 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’s performance as per scope of work 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**

To Comply with the Apprentice Act, 1961, and the Apprenticeship Rules, 1992, Provide apprentices with practical knowledge and hands-on experience in various disciplines. Promote employment opportunities for young individuals by integrating them into the workforce. Develop the workforce by imparting professional skills. The requirement of Apprenticeship is 200 till 31.03.2027.

**Compliance Mandate for Apprenticeship Headcount:**

- Minimum 2.5% of Headcount (currently 1800) to be on boarded as Apprentices for PAN India locations. As per current compliance, 45 apprentices should be active each month, throughout the year.
- As of now we have NIL Apprentices active onboard and active.

To assist with the overall compliance of The Apprentice Act, 1961 and overcome the challenges faced by PNBCSL namely:

- A. Recruitment of Qualified Apprentices (Sourcing, Onboarding on Apprentice Portal, Contract letter Issuance)
- B. Compliance Management with adequate number of apprentices on-board on monthly basis.
- C. Maintaining ongoing changes with the Apprentice Act – Region wise.
- D. Following up with the respective department on DBT benefits.
- E. Maintaining MIS report of monthly sourced, onboarding as well as active apprentices.



**1. Recruitment of Qualified Apprentices:** Identify, screen, and recruit candidates who meet the qualifications and eligibility criteria for various apprenticeship roles under applicable sector-specific guidelines.

**Key Activities:**

- Identify, conduct outreach and mobilization to attract eligible candidates.
- Screen candidates based on role fitment criteria covering education, age, skill level, and interest.
- Coordinate interview schedules and selection processes with hiring departments.
- Ensure adherence to apprenticeship mandate as per compliance, diversity, and local hiring mandates (if applicable).
- Maintain candidate tracking records and onboarding documentation.

**2. Compliance Adherence & Report Management:** Ensure strict adherence to legal, regulatory, and organizational compliance related to the Apprentices Act and allied policies.

**Key Activities:**

- Maintain and update all compliance-related documentation including contracts, attendance, evaluations, and stipend / DBT disbursements.
- Facilitate timely filing of returns and submissions to the concerned Apprenticeship authorities (e.g., NAPS/NATS portals).
- Coordinate internal audits and prepare for third-party or statutory inspections.
- Submit monthly/quarterly compliance reports to clients and regulatory bodies.
- Maintain audit trails and archival of apprenticeship documents for at least 3–5 years as per statutory norms.

**3. Monitoring Changes under the Apprentices Act – Region-wise:** Track and respond to legislative or procedural updates in the Apprentices Act across different regions/states.

**Key Activities:**

- Monitor changes in local/state-level implementations of the Apprentices Act and other regulatory bodies.
- Ensure the client's practices and documentation remain compliant with the latest regulations of Apprenticeship (e.g., NAPS/NATS).
- Inform stakeholders of implications of legal updates and revise SOPs accordingly.
- Liaise with legal advisors or compliance consultants where necessary for high-impact changes.

**4. DBT (Direct Benefit Transfer) Follow-Up & Department Coordination:** Facilitate seamless processing and follow-up of DBT-linked stipend or financial benefits for eligible apprentices.

**Key Activities:**

- Verify and submit bank account, Aadhar, and related documents required for DBT enrollment.
- Track disbursement status through relevant government portals of Apprenticeship authorities (e.g., NAPS/NATS portals).
- Coordinate with client departments and government authorities for troubleshooting delays or discrepancies.
- Maintain benefit-tracking logs to ensure 100% entitlement receipt.



- Escalate unresolved issues to nodal departments for Redressal.

**Service Level Agreement, Monitoring & Penalties / remedy:**

<b>Service Component</b>	<b>Service Level Commitment</b>	<b>Measurement Method</b>	<b>Penalty/Remedy for Breach</b>
Sourcing to Joining Conversion	≥ 75% of selected candidates must join	Candidate Funnel Report on bi-weekly	Candidate shortfall replenishment within 7 days
Replacement Clause	≤ within 90 days from joining date	Onboarding Tracker (Weekly)	Free replacement to be provided for each apprentice who left within first 90 days from joining.
TAT for Onboarding	≤ 7 working days from selection to onboarding	Onboarding Tracker (Weekly)	-
Drop-out Rate (Pre-joining)	≤ 10% of offered candidates	No-show Tracker on Monthly basis	Replacements within 5 working days
Non-Compliance Incidents	Zero tolerance	Compliance Log	Immediate escalation and root cause analysis
Benefit Disbursement Accuracy	≥ 98% receive correct amount on time	Disbursement Log on Monthly basis	Error cases resolved within 5 working days
Apprentice benefit-related issues.	≤ 5 working days for all escalated benefit-related issues	Escalation Tracker	-
Deficit of monthly compliance for active apprentice	2.5% of Overall PNBCSL Headcount	Onboarding Tracker (Weekly)	Recovery of monthly compliance fees for the short fall of the respective month's billing.

**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 200 (Two Hundred Only). The above quantity of apprentices 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 counts can be increased or decreased at any point of time during the contract period.

#### **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 (PNBCSL)**

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 PNBCSL, 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. PNBCSL 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, PNBCSL 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 addressed 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 substance 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 on or before the date mentioned in General Tender Details to [hr@pnbcsl.co.in](mailto:hr@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 as mentioned in Para 3 of the RFP 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 empanelled agencies.

### 13.1.5 SUBMISSION OF BIDS

Bidders are required to submit technical bids in physical form at **PNB Cards and Services Ltd., PNB House, 6th Floor, 7 Bhikaji Cama Place, New Delhi- 110066** as per annexure 1. 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 the bid date will be summarily rejected without assigning 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) Only Technically qualified 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 under eligibility Criteria. 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 appoint vendor as TPA depending upon the suitability and requirement of the company.

#### **iii. Commercial Evaluation:**

The Commercial Proposals only of the Vendors which technical proposals qualify. The Commercial Proposal of the other Vendors will not be will not be opened.

Of the Commercial Proposal Opened, the Lowest "Project-Cost" will be designated as "L 1" and awarded as score of 100. For the other qualifying Vendors, their Commercial- Score will be calculated according to the formula :

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

#### **Calculation of Final Score**

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



Final Score = 0.7 X (Technical Score) + 0.3 X (Commercial Score)  
Post that the Vendor with the best Final Score will be called for the contract negotiation. In case of a tie in the Final Score, the Vendor with the higher Technical-Score post the presentation and the interview will be first invited for the contract negotiation.

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

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

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



#### **13.1.7 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, may organise a pre-bid meeting, to resolve any queries, bidders may have. Any further information will be provided to all bidders separately.

#### **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 Bid Currency**

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

**13.1.13 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.

**13.1.14 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.

**13.1.15 Letter of Empanelment**

PNBCSL will notify empaneled Agency in writing by letter in duplicate or through 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)

**13.1.16 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.

**13.1.17 Duration of Empanelment/Engagement**

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 at its own discretion at the same terms depending upon the business needs and performance of the Agency empaneled TPA engaged 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; 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 PNB CSL, its management, auditors, regulators and/or agents the opportunity for inspecting, examining, auditing and/or taking copies of the vendors operations and business recourse which are relevant to the RFP and/ or for carrying out the activities as /or financial arrangements/ agreements set forth in the Agreement. PNB CSL shall have the right to do a Security Audit of the Bidder/ vendor's IT infrastructure. The Bidder/ vendor shall make necessary changes / upgrades to the IT systems as may be necessary or as required by PNB CSL 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:

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



to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the Confidential Information in the same manner as Service Provider is bound to maintain the confidentiality. This Clause will remain valid even after the termination or expiry of this agreement and such hire shall not be allowed without prior permission of the Company.

- iv. Service Provider will strictly always maintain the secrecy of Company's/Bank's data.
- v. The Service Provider shall use confidential information only for the purpose for which it was provided and shall not make profit from the same in an unauthorized manner.
- vi. Service Provider shall indemnify PNBCSL against any loss suffered by PNBCSL 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 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 the requisite time at any of the designated location(s).

Empaneled Agency 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.

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 it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the Service provider and not involving the vendors' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the Service provider shall notify within 7 days to the 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 data protection provisions. Further it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Web portals will be secured to avoid hacking, infusion of virus, un-authorized 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 to furnish a performance 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 PNBCSL.



- 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, PNBCSL 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 3.00% of order value (Monthly CTC X 36 X No. of Apprentices required) (number of Apprentices 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 TPA shall provide Bank guarantee for 50 apprentices initially, which shall cover any number of apprentices onboarded up to 50. As soon as the number of deputies exceeds 50, additional Bank guarantee for 50 deputies shall be provided, and so on till 200.
- 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** -----

**Annexure I RFP Response Covering Letter  
(On Bidders Letter head)**

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

Date:

**SUB: Engagement of TPA for managing end to end NATS/NAPS Apprenticeship Scheme for PNB CSL 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.	Particulars	Response from the bidder
1.	Name of the bidder	
2.	Year of establishment and constitution	
3.	Registered /Corporate office and address	
4.	Mailing address of the bidder	
5.	Names and designations of the authorized persons.	
6.	Telephone/Mobile Nos. of contact persons	
7.	E-mail addresses of contact persons	
8.	Background of business and service Profile	
9.	Turnover of the bidder (Document to be enclosed) Year 2022-23 Year 2023-24 Year 2024-25	
10.	Net Profit (after all taxes etc) of the bidder (Document to be enclosed) Year 2022-23 Year 2023-24	



Year 2024-25 Documentary proofs- Audited / Unaudited are to be enclosed
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**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. No	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)
1	Legal Entity	The bidder must be an Indian firm; a public or private firm, registered under the Companies Act 2013, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted) in India at least for the last 3 years.	Documentary Proof to be attached (Certificate of Incorporation, Partnership Deed, Shop & Establishment)
2	Registration Under NAPS / NATS	The Applicant Entity should have been registered under TPA with NSDC (National Skill Development Corporation) and NATS (National Apprentice Training Scheme) and preferably PMIS (The Prime Minister's Internship Scheme 2025) and practicing continuously in India for the last 3 years as on date of RFP.	Registration Certificate issued by NSDC and Self declaration on letterhead.
3	Turnover	The Bidder must have registered an average turnover of Rs. 10 Crores during the last three completed financial years (FY) i.e.2022-23,2023-24 & 2024-25 (Not inclusive of the	Audited P&L, Balance sheet and CA Certificate
4	Net profit	Bidder must be net profit (after tax) making entity (from Indian operations only) continuously for the last three audited years, i.e. i.e.2022-23,2023-24 & 2024-25.	Audited Financial statements for the relevant years.
3	Bidder Experience-1	The Entity/Bidder must have Third Party Manpower hiring of Apprentice & managing apprenticeship programs and placements in relevant industries experience of a minimum of 5 clients of the Service Sector in last 3 years,	A copy of engagement letter, work order, Purchase order agreement, should be attached.



4	Bidder Experience-2	<p>The bidder should have Successfully completed "Similar Works Related to Third Party Manpower hiring of Apprentice &amp; managing apprenticeship programs and placements.(Annually)</p> <p>Any One work order or agreement for not less than 100 apprentice placement. Or Any Two work order or agreement for not less than 50 apprentice Placement. Or Any Three work order or agreement for not less than 30 apprentice placement.</p>	<p>A copy of engagement letter, work order, Purchase order agreement, should be attached.</p>
5	Client Reference	<p>The bidder should provide client reference and contact details (email/ landline/ mobile) of a minimum of 5 customers for whom the bidder has executed similar projects (start and end date of the project to be mentioned)</p>	<p>Client reference in the format of name, Company name, email, and contact number – on company letterhead</p>
6	Presentation	<p>The Company/ firm should provide a presentation of its organization with the following details.</p> <ul style="list-style-type: none"><li>• Company profile</li><li>• Past Performance &amp; Credentials.</li><li>• Proposed RFP and sample presentation with action plan with working style.</li><li>• Awards &amp; Recognitions.</li><li>• Resource management and planning.</li></ul> <p>If necessary, PNBCSL may conduct an onsite visit for further verification.</p>	<p>Date, time and Venue for presentation will be intimated separately.</p>
7	Blacklisting/Litigation	<p>The bidder company should not currently have been blacklisted by any Government Department/PSU/ or under any declaration of ineligibility for fraudulent/corrupt practices of inefficient/ineffective performance</p>	<p>Self-declaration on the bidder's letter head</p>
8	Taxation Registration	<p>The bidder must have a valid: 5. PAN (Mandatory)</p>	<p>Attested copies of all certificates &amp; KYC of</p>



		6. GST Registration No.(Mandatory) 7. MSME Registration No.(If applicable) If any other	Company and Its Directors
9	Common Shareholders Declaration	The Bidder to provide information that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process.	Letter of confirmation from Bidder.
10	Ownership	The bidder should not be owned or controlled by any of the Directors or present employees (or relatives) of PNBCSL or PNB.	Self-declaration on the bidder's letter head



**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-

<b>Service Component</b>	<b>Service Level Commitment</b>	<b>Measurement Method</b>	<b>Penalty/Remedy for Breach</b>
Sourcing to Joining Conversion	≥ 75% of selected candidates must join	Candidate Funnel Report on bi-weekly	Candidate shortfall replenishment within 7 days
Replacement Clause	≤ within 90 days from joining date	Onboarding Tracker (Weekly)	Free replacement to be provided for each apprentice who left within first 90 days from joining.
TAT for Onboarding	≤ 7 working days from selection to onboarding	Onboarding Tracker (Weekly)	-
Drop-out Rate (Pre-joining)	≤ 10% of offered candidates	No-show Tracker on Monthly basis	Replacements within 5 working days
Non-Compliance Incidents	Zero tolerance	Compliance Log	Immediate escalation and root cause analysis
Benefit Disbursement Accuracy	≥ 98% receive correct amount on time	Disbursement Log on Monthly basis	Error cases resolved within 5 working days
Apprentice benefit-related issues.	≤ 5 working days for all escalated benefit-related issues	Escalation Tracker	-
Deficit of monthly compliance for active	2.5% of Overall PNBCSL Headcount	Onboarding Tracker (Weekly)	Recovery of monthly compliance fees





apprentice			for the short fall of the respective month's billing.
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Sl.	Description	Penalty/Fine
1	<b>Fresh Request:</b> Non-deployment of total manpower as per TAT mentioned in the contract as per the date of joining.	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 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/- Beyond 45 Days @20% of the total value of previous month service fees (excluding GST) upto maximum of Rs 50,000/- Beyond 60 days @30% of the total value of previous month service fees (excluding GST) upto maximum of Rs 1,00,000/- Beyond 90 days @50% of the total value of previous month service fees (excluding GST) upto maximum of Rs 2,00,000/-
2	If the apprentice 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.
3	<b>Replacement:</b> If the apprentice 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: Beyond 15 Days, @10% of the total value of previous month service fees (excluding GST) upto maximum of Rs 25000/- per instance Beyond 30 days @20% of the total value of previous month service fees (excluding GST) upto maximum of Rs 50000/- per instance
4.	<b>Substitution / Replacement:</b>	In case of performance not delivered by deputees in 2 consecutive months, the warning letter be issued to the concern depute by the Service Provider.



Sl.	Description	Penalty/Fine
	Performance not delivered by apprentice	In case of performance not delivered by deputees in next 15 days of warning letter issued, the company shall issue termination letter. Service Provider shall provide for replacement of deputees as per the TAT in consultation with PNB-CSL.

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

**Annexure III CREDENTIALS DETAILS**

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

The expertise of the organization in providing apprentices and managing NATS/NAPS Apprenticeship Scheme, at various positions in other organizations should be exhibited in detail. The Credentials should be arranged as below:

S. No.	Name of Organization along with the industry and country where the assignment 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**

**Annexure IV 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 ENGAGEMENT OF TPA FOR MANAGING END TO END NATS/NAPS APPRENTICESHIP SCHEME FOR SUPPLY OF APPRENTICES TO PNB CSL 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:** \_\_\_\_\_

## Annexure V ELIGIBILITY & EVALUATION CRITERIA FOR AGENCIES

### Technical Eligibility Criteria

Technical Bid will be evaluated based on the “Technical Evaluation Methodology” provided as under:

S No	Basic Requirement	Eligibility Criteria	Documents to be submitted (Duly attested)	Technical Marking system
1	Legal Entity	The bidder must be an Indian firm; a public or private firm, registered under the Companies Act 2013, a proprietorship firm, or a partnership firm registered under the Partnership Act, 1932 or an LLP. (Consortium of companies not permitted) in India at least for the last 3 years.	Documentary Proof to be attached (Certificate of Incorporation, Partnership Deed, Shop & Establishment )	5 marks
2	Registration Under NAPS / NATS	The Applicant Entity should have been registered under TPA with NSDC (National Skill Development Corporation) and NATS (National Apprentice Training Scheme) and preferably PMIS (The Prime Minister’s Internship Scheme 2025) and practicing continuously in India for the last 3 years as on date of RFP.	Registration Certificate issued by NSDC and Self declaration on letterhead.	10 marks
3	Turnover	The Bidder must have registered an average turnover of Rs. 5 Crores during the last three completed financial years (FY) i.e. 2022-23, 2023-24 and 2024-25.	Audited P&L, Balance sheet and CA Certificate	10 Marks
4	Net profit	Bidder must be net profit (after tax) making entity (from Indian operations	Audited Financial statements for	5 Marks



		only) continuously for the last three audited years, i.e. 2022-23, 2023-24 and 2024-25.	the relevant years.	
3	Bidder Experience-1	The Entity/Bidder must have Third Party Manpower hiring of Apprentice & managing apprenticeship programs and placements in relevant industries experience of a minimum of 5 clients of the Service Sector in last 3 years,	A copy of engagement letter, work order, Purchase order agreement, should be attached.	Minimum 5 work orders =10 Marks. 6 to 10 work orders =15 Marks. More than 10 work order =20 Marks
4	Bidder Experience-2	The bidder should have Successfully completed "Similar Works Related to Third Party Manpower hiring of Apprentice & managing apprenticeship programs and placements.(Annually)  Any One work order or agreement for not less than 100 apprentice placements. Or Any Two work orders or agreement for not less than 50 apprentice Placement. Or Any Three work order or agreement for not less than 30 apprentice placement.	A copy of engagement letter, work order, Purchase order agreement, should be attached.	10 marks
5	Client Reference	The bidder should provide client reference and contact details (email/ landline/ mobile) of a minimum of 5 customers for whom the bidder has executed similar projects (start and end date of the project to be mentioned)	Client reference in the format of name, Company name, email, and contact number – on company letterhead	Minimum 5 Client details = 5 Marks.  6 to 10 Client details = 10 Marks.  More than 10 Client Details = 15 Marks
6	Presentation	The Company/ firm should provide a presentation of its organization with the	To be presented by the eligible	25 marks (Sole



		following details. <ul style="list-style-type: none"> <li>• Company profile</li> <li>• Past Performance &amp; Credentials.</li> <li>• Proposed RFP and sample presentation with action plan with working style.</li> <li>• Awards &amp; Recognitions.</li> <li>• Resource management and planning.</li> </ul>	bidders. Date & Venue shall be informed to the eligible bidders. (Score will be at the sole discretion of PNBCSL).	discretion of PNBCSL)
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\*Note: The qualifying marks is 50 out of 100.

**Commercial Evaluation:**

The Commercial Proposals only of the Bidders whose Technical proposals qualify in terms of Technical Evaluation Process mentioned in this RFP document. The Commercial Proposals of the other Bidders will not be opened.

Of the Commercial Proposal Opened, the Lowest “Project-Cost” will be designated as “L 1” and awarded as score of 100. For the other qualifying Vendors, their Commercial-Score will be calculated according to the formula:

**Commercial Score = (Project-Cost of “L1”) / (Project-Cost of Vendor) \*100**  
**Calculation of Final Score**

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

**Final Score = 0.7 X (Technical Score) + 0.3 X (Commercial Score)**

Post that the Vendor with the best Final Sore will be called for the contract negotiation. In case of a tie in the Final Score, the Vendor with the higher Technical-Score post the presentation and the interview will be first invited for the contract negotiation.

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

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

**Annexure-VI**

**Financial Bid**

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

To,  
Chief People Officer,  
PNB Cards & Services Limited,  
6th Floor, 7-PNB House,  
Bhikaji Cama Place, New Delhi-110066

Dear Sir,

We offer the rates for Sourcing of apprentices as per the scope of work as under:  
(Amount in Rupees)

A. Sourcing Charges (per Apprentice with 30 days replacement)					
Sl	Particular/Description	Unit of measure	Qty	Rate Per nos	Total Amount
1	Sourcing Charges (estimated hires over 36 months) under NAPS/NATS	Per Nos(one time) on Hiring of candidates			
2	Workmen Compensation Fees				
<b>Grand Total (In Rs.)</b>					

B. Service Charges under NAPS/NATS(on Stipend per apprentice per month)					
Sl	Particular/Description	Unit of measure	Qty	Rate Per nos	Total Amount
1	Service Charges under NAPS/NATS	Monthly per Apprentice			
2	Workmen Compensation Fees	Monthly per Apprentice			
<b>Grand Total (In Rs.)</b>					

**Rupees \_\_\_\_\_ Only (In words)**

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

- A. Number of Head Count can increase or decrease during the contract period. The invoice value of actual head count will be paid.
- B. For determining L-1 bidder, the lowest Quote/Price will be considered.
- C. The above-mentioned rate will inclusive of all, and no additional cost will be paid.
- D. Certified that the above rates are exclusive of all taxes as may be applicable.
- E. Certified that I agree to all the terms and conditions of the tender document





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

Signature of the Authorized Signatory

Name:

Designation:

Date:

## **Annexure VII**

## **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, Punjab National Bank.

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, Punjab National Bank and recuses 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, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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 to 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)  
(Seal)

(For & On behalf Bidder/Contractor) (Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**Annexure VIII      UNDERTAKING FOR OWNERSHIP**  
***(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 ENGAGEMENT OF TPA FOR MANAGING END TO END NATS/NAPS APPRENTICESHIP SCHEME FOR SUPPLY OF APPRENTICES TO PNB CSL 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:**

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

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

## 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**; and

**M/s. .... Pvt. Ltd.** a Company registered under Company Act 1956/2013 having its registered office at .....and corporate ..... through its authorized signatories hereinafter 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) PNBCSL is desirous of availing services of TPA for managing end to end services for NATS/NAPS apprenticeship Scheme for PNBCSL at various locations across India as per requirement.

(ii)The Service Provider is in the business of implementing NATS/NAPS apprenticeship scheme under Apprentice Act and experience in hiring and providing apprentices to Company and has agreed to provide the services as may be required by the PNBCSL mentioned in the Request of Proposal (RFP) No. 0/2025 dated 00.00.2025 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 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 a 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 no. 04/2025 dated 09.09.2025.

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

**“TAT”** shall mean turnaround 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, particularly set out in Article 3 of this Agreement.

**‘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 PNB CSL 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 01.11.2025 (**Effective Date**).
- 2.2 This Agreement shall be in force for a minimum period initially upto 31.10.2028 year from Effective Date 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 PNB CSL and subject to the terms and conditions herein contained, Service Provider agrees to provide implementing and managing end to end NATS/NAPS Apprenticeship Scheme for PNB CSL at various locations across India to PNB CSL as more particularly described hereunder shall, from time to time, be advised by PNB CSL to Service Provider in writing indicating nature of each work, qualification standards for each position and number of personnel required ("**Request**").

### SCOPE OF WORK

To Comply with the Apprentice Act, 1961, and the Apprenticeship Rules, 1992, Provide apprentices with practical knowledge and hands-on experience in various disciplines. Promote employment opportunities for young individuals by integrating them into the workforce. Develop the workforce by imparting professional skills.

**Compliance Mandate for Apprenticeship Headcount:**

- Minimum 2.5% of Headcount (currently ..... ) to be on boarded as Apprentices for PAN India locations. As per current compliance ..... apprentices should be active each month, throughout the year.
- As of now we have NIL Apprentices active onboard and active.

To assist with the overall compliance of The Apprentice Act, 1961 and overcome the challenges faced by PNBCSL namely:

- F. Recruitment of Qualified Apprentices (Sourcing, Onboarding on Apprentice Portal, Contract letter Issuance)
- G. Compliance Management with adequate number of apprentices on-board on monthly basis.
- H. Maintaining ongoing changes with the Apprentice Act – Region wise.
- I. Following up with the respective department on DBT benefits.
- J. Maintaining MIS report of monthly sourced, onboarding as well as active apprentices.

**Recruitment of Qualified Apprentices:** Identify, screen, and recruit candidates who meet the qualifications and eligibility criteria for various apprenticeship roles under applicable sector-specific guidelines.

Key Activities:

- Identify, conduct outreach and mobilization to attract eligible candidates.
- Screen candidates based on role fitment criteria covering education, age, skill level, and interest.
- Coordinate interview schedules and selection processes with hiring departments.
- Ensure adherence to apprenticeship mandate as per compliance, diversity, and local hiring mandates (if applicable).
- Maintain candidate tracking records and onboarding documentation.

**2. Compliance Adherence & Report Management:** Ensure strict adherence to legal, regulatory, and organizational compliance related to the Apprentices Act and allied policies.

Key Activities:



- Maintain and update all compliance-related documentation including contracts, attendance, evaluations, and stipend / DBT disbursements.
- Facilitate timely filing of returns and submissions to the concerned Apprenticeship authorities (e.g., NAPS/NATS portals).
- Coordinate internal audits and prepare for third-party or statutory inspections.
- Submit monthly/quarterly compliance reports to clients and regulatory bodies.
- Maintain audit trails and archival of apprenticeship documents for at least 3–5 years as per statutory norms.

**3. Monitoring Changes under the Apprentices Act – Region-wise:** Track and respond to legislative or procedural updates in the Apprentices Act across different regions/states.

Key Activities:

- Monitor changes in local/state-level implementations of the Apprentices Act and other regulatory bodies.
- Ensure the client's practices and documentation remain compliant with the latest regulations of Apprenticeship (e.g., NAPS/NATS).
- Inform stakeholders of implications of legal updates and revise SOPs accordingly.
- Liaise with legal advisors or compliance consultants where necessary for high-impact changes.

**4. DBT (Direct Benefit Transfer) Follow-Up & Department Coordination:**

Facilitate seamless processing and follow-up of DBT-linked stipend or financial benefits for eligible apprentices.

Key Activities:

- Verify and submit bank account, Aadhar, and related documents required for DBT enrollment.
- Track disbursement status through relevant government portals of Apprenticeship authorities (e.g., NAPS/NATS portals).
- Coordinate with client departments and government authorities for troubleshooting delays or discrepancies.
- Maintain benefit-tracking logs to ensure 100% entitlement receipt.
- Escalate unresolved issues to nodal departments for Redressal.

ARTICLE 4



## **VENDOR'S OBLIGATIONS**

- 4.1 Vendors must ensure the implementation and managing end to end NATS/NAPS Apprenticeship Scheme for PNB CSL at various locations across India to PNB CSL .
- 4.2 Vendor must ensure identification, mobilization and counselling of the the interested Apprentices.
- 4.3 Vendors must ensure to match the demands of establishments for apprentices with the candidates desiring to undergo apprenticeship programme.
- 4.4 Vendors should ensure to mobilize and counsel candidates to undergo apprenticeship training.
- 4.5 Vendor shall assist the PNB CSL in designing courses under the apprentice programme and getting the NSFQ aligned (In case PNB CSL opts for NAPS).
- 4.6 Vendor shall ensure to upload contracts of apprenticeship on the apprenticeship portal on behalf of the establishment for registration by apprenticeship advisor.
- 4.7 Vendor shall upload the syllabus with duration of apprentice's courses on behalf of the PNB CSL.
- 4.8 Vendor shall furnish all the returns on the portal- site on behalf of PNB CSL.
- 4.9 Vendor shall submit reimbursement claims on behalf of PNB CSL towards stipend paid to apprentices.
- 4.10 To submit reimbursement claims for basic training costs on behalf of PNB CSL.
- 4.11 Vendor must ensure compliance of all formalities by apprentices for appearing in assessment examinations as when required.
- 4.12 Vendor will assist PNB CSL to conduct assessments and issue certificates and to coordinate with assessment authorities as required under designated trades & NAPS.
- 4.13 Vendors will not charge any money from apprentices. However, it may charge the establishment for services rendered such as mobilization and to provide administrative support to PNB CSL to run its apprenticeship programme.

## **ARTICLE 5**

### **PNB CSL'S OBLIGATIONS**

PNB CSL will keep inform to vendor time to time the requirement of the Apprentices under Apprentices Act.

- 5.2 PNBCSL to enter into contract of apprenticeship with apprentices.
- 5.3 PNBCSL to ensure uploading of apprenticeship contract on portal.
- 5.4 PNBCSL will arrange basic training to fresher apprentices.
- 5.5 PNBCSL will provide on the job training at his workplace to apprentice engaged by him.
- 5.6 PNBCSL will make payment of prescribed stipend to apprentices.
- 5.7 PNBCSL will pay compensation in case personnel injury is caused to an apprentice, by an accident during training.
- 5.8 PNBCSL will organize assessment at the end of the apprenticeship programme.
- 5.9 PNBCSL shall remit the consolidated amount to the Service Provider on the basis of Bill raised.

**ARTICLE 6**

**COST OF SERVICES**

6.1 The service fee shall be Rs. ....../-(Rupees ..... Only) **(excluding GST )** per Personnel per month subject to TDS will be deducted from the payable amount. The details of amount payable inclusive if all charges but exclusive of GST are as under:

Sourcing Charges under NAPS/NATS( On Stipend per apprentice per Month)					
SI	Particular/Description	Number <sup>A</sup> (Head Count)	Service Fee per month (Per Head)	Multiplication Factor (Period-Months)	Total Service Fee <sup>B</sup>
1	Service Charges under NAPS/NATS				
<b>Grand Total (In Rs.)</b>					

**Rupees \_\_\_\_\_ Only (In words)**

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

- 6.2 Number of Head Count can increase or decrease during the contract period. The invoice value of actual head count will be paid.
- 6.3 The above-mentioned rate will inclusive of all and no additional cost will be paid.

## 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 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 PNBCSL'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.

## 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 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:
- vii. 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.
  - viii. 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.



- ix. 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.
- x. Service Provider will strictly always maintain the secrecy of Company's/Bank's data.
- xi. 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.
- xii. 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.
- xiii. 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 The Successful Bidder /Vendor is solely liable to fully indemnify and keep PNBCSL indemnified against all losses/ penalties/ award/ decree arising out of litigation/ Claim/ application initiated against PNBCSL on account of acts of omission / commission attributed to the successful Bidder/ Vendor and which are punishable under the provisions of various Central / State Laws.

## ARTICLE 14

### TERMINATION

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



any reason.

- 14.2 The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Work Order/Empanelment Agreement that are expressly or by implication intended to come into or continue in force on or after such termination.
- 14.3 PNBCSL may terminate Agreement in full or in parts by giving a written notice of 30 days or such other time period as may deem fit to the other party against acknowledgement.
- 14.4 PNBCSL reserves right to cancel the contract at any time if Service provider fails to meet any of the requirements mentioned in the RFP and has right to cancel the purchase order without giving any notice, for following reasons –
- (i) Non-submission of acceptance of order by the Vendor within seven (07) working days of placement of Purchase Order.
  - (ii) Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
  - (iii) Non signing of contract within the time specified by Company.
  - (iv) Non submission of any report/undertaking/document/compliance which was due within one month from the date of request.
  - (v) In case, it is found that the bidder has transferred or has sublet the contract without permission of Corporation, then Corporation may terminate the Contract under Default by bidder and shall levy necessary penalties as per the concerned Termination Clause due to default.
  - (vi) In terms of non-fulfilment of services as per the Scope of Work mentioned, PNBCSL may take services from any other bidder or terminate their contract.

## ARTICLE 15

### **FORCE MAJEURE**

- 15.1 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.
- 15.2 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.



- 15.3 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.
- 15.4 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 16

##### **INFORMATION SECURITY**

16. 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 17

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

- 17.1 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.
- 17.2 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.

17.3 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.

17.4 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 18

### CONFIDENTIALITY

18.2 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.

18.3 **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 19

### **GOVERNING LAWS**

- 19.1 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.
- 19.2 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 20

### **PERFORMANCE GUARANTEE AND PENALTIES**

- 20.1 The Service Provider has to furnish a performance 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 PNBCSL.
- 20.2 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.
- 20.3 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.
- 20.4 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.



- 20.5 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.
- 20.6 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, PNBCSL reserves the right to terminate the contract.
- 20.7 Service Provider shall submit a Performance Bank Guarantee to the Company Corporate office for an amount equivalent to 3.00% of order value (Monthly CTC X 36 X No. of Apprentices required) (number of Apprentices 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.
- 20.8 The Service Provider TPA shall provide Bank guarantee for 50 apprentices initially, which shall cover any number of apprentices onboarded up to 50. As soon as the number of deputees exceeds 50, additional Bank guarantee for 50 deputies shall be provided, and so on till 200.
- 20.9 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

Penalties and fine are detailed below-

<b>Service Component</b>	<b>Service Level Commitment</b>	<b>Measurement Method</b>	<b>Penalty/Remedy for Breach</b>
Sourcing to Joining Conversion	≥ 75% of selected candidates must join	Candidate Funnel Report on bi-weekly	Candidate shortfall replenishment within 7 days
Replacement Clause	≤ within 90 days from joining date	Onboarding Tracker (Weekly)	Free replacement to be provided for each apprentice who left within first 90 days from joining.
TAT for Onboarding	≤ 7 working days from selection to onboarding	Onboarding Tracker (Weekly)	-
Drop-out Rate (Pre-joining)	≤ 10% of offered candidates	No-show Tracker on Monthly basis	Replacements within 5 working days



Non-Compliance Incidents	Zero tolerance	Compliance Log	Immediate escalation and root cause analysis
Benefit Disbursement Accuracy	≥ 98% receive correct amount on time	Disbursement Log on Monthly basis	Error cases resolved within 5 working days
Apprentice benefit-related issues.	≤ 5 working days for all escalated benefit-related issues	Escalation Tracker	-
Deficit of monthly compliance for active apprentice	2.5% of Overall PNBCSL Headcount	Onboarding Tracker (Weekly)	Recovery of monthly compliance fees for the short fall of the respective month's billing.

S. No	Description	Penalty/Fine
1	<p><b>Fresh Request:</b></p> <p>Non-deployment of total manpower as per TAT mentioned in the contract as per the date of joining.</p>	<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.</p> <p>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 100,000/-</p>



S. No	Description	Penalty/Fine
		Beyond 90 days @50% of the total value of previous month service fees (excluding GST) upto maximum of Rs 200,000/-
2	If apprentice is found disclosing any confidential information/ document to the Service Provider/ any third parties	1) <b>Minimum:</b> Previous month total service fees (excl GST) or Rs 1 Lac per instance, whichever is lower. <b>Maximum:</b> Upto 3 times of previous month Total Service Fees (excluding GST) and Legal action against the Service Provider, depending on the gravity of the act. <b>Or</b> 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 Service Fees (excluding GST) and legal action against the Service Provider, depending on the gravity of the act.
3	If the apprentice is found responsible for any theft, loss of material/	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.



S. No	Description	Penalty/Fine
	articles and damages	
4	If the apprentice 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> If the apprentice 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:  Beyond 15 Days, @10% of the total value of previous month service fees (excluding GST) upto maximum of Rs 25000/- per instance  Beyond 30 days @20% of the total value of previous month service fees (excluding GST) upto maximum of Rs 50000/- per instance
6	<b>Replacement:</b> If the apprentice 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:  Beyond 15 Days, @10% of the total value of previous month service fees (excluding GST) upto maximum of Rs 25000/- per instance  Beyond 30 days @20% of the total value of previous month service fees (excluding GST) upto maximum of Rs 50000/- per instance



S. No	Description	Penalty/Fine
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. Beyond that Rs. 200 per day per depute till the said amount is deposited to respective stakeholders and proof of same is submitted to PNB CSL. If payment date is a holiday, then next working day be treated as payment date.
8	<b>Substitution / Replacement:</b> Performance not delivered by apprentice	In case of performance not delivered by deputees in 2 consecutive months, the warning letter be issued to the concern depute by the Service Provider. In case of performance not delivered by deputees in next 15 days of warning letter issued, the company shall issue termination letter. Service Provider shall provide for replacement of depute as per the TAT in consultation with PNB CSL.

**\*Note:-** All genuine delay for the non-delivery of service, be brought to the notice of PNB CSL within 15 days of placing the requisition/occurrence of event, based upon merit of case its discretion of PNB CSL 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 PNB CSL 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

**Liquidated Damages:** If the Service Provider/Vendor fails to complete the due performance of the contract in accordance with the terms and conditions



within 30 days of requisition the PNB CSL reserves the right either to terminate the contract or to accept performance already made by the Service Provider/Vendor after imposing damages on Service Provider.

If at any time during performance of the contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Company in writing of the fact of the delay, 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. 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 21

### AMENDMENTS

- 21.1 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.
- 21.2 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.
- 21.3 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 22

### NOTICES

- 22.1 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.
- 22.2 Any of the parties may change their address by a notice given to the other in a manner hereinabove set forth.

## ARTICLE 23

## INTELLECTUAL PROPERTY RIGHTS

- 23.1 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.
- 23.2 Subject to condition that PNBCSL may grants 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.
- 23.3 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 24

### MISCELLANEOUS

- 24.1 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.
- 24.2 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.
- 24.3 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.

**24.4 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.

**24.5 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.

**24.6 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 any alternate arrangement as deem fit for which the Service Provider will have no obligation and not raise any bills, dispute in this context, at any point of time.

Notwithstanding anything contained in this Agreement, the Company reserves the right to blacklist the Vendor in the event the Service Provider fails to perform or deliver the services in accordance with the terms and conditions set forth herein. Upon such determination, the Company may, at its sole discretion, report the blacklisting to relevant authorities, including but not limited to the Reserve Bank of India (RBI) and other financial institutions, as deemed appropriate.

**24.7 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.

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



- 24.9 Time:** Time whenever mentioned shall be the essence of this Agreement.
- 24.10** 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.
- 24.11 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.
- 24.12 Enforceability of Contract:** Service Provider is bound to accept the performance of this contract as terms and stipulated in RFP dated 09.09.2025 And subsequently Service level Agreement executed between the Parties.
- 24.13** 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 documents 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:**

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

**(Authorized Signatory)**

**(Authorized Signatory)**

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

**Witness :**

**Witness :**