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ਪੰਜਾਬ ਐਂਡ ਸਿੰਧ ਬੈਂਕ
(भारत सरकार का उपक्रम)



Punjab & Sind Bank
(A Govt. of India Undertaking)

Where service is a way of life

REQUEST FOR PROPOSAL (RFP)

FOR

APPOINTMENT OF CONSULTANT FOR ADVISORY AND COMPLIANCE SERVICES FOR DIRECT TAX

Ref. No. PSB/RFP/ACC/DT/01/2024

Date of Issue: 04-03-2024

Issued by

PUNJAB & SIND BANK
(A Government of India Undertaking)
Accounts & Audit Department,
1st Floor, Block 3, Office Plate B,
East Kidwai Nagar, New Delhi - 110023

Phone: 011-40175169

Website: <https://punjabandsindbank.co.in/>

Email – ho.accts@psb.co.in

[Non Refundable Fee of Rs. 2,360/- (inclusive of GST @18%)
(Rs. Two Thousand Three Hundred Sixty Only)]

This document is meant for the exclusive purpose of Bidding as per the Specifications, Terms, Conditions and Scope indicated, shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued. The information provided by the bidders in response to this RFP Document will become the property of the Bank and will not be returned to the bidders.

The Bank reserves the right to amend, rescind, cancel or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them. The Bank also reserves the right to accept or reject any or all the responses to this RFP without assigning any reason(s) whatsoever and without any cost or compensation there for.

DISCLAIMER

The information contained in this Request For Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Punjab & Sind Bank, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Punjab & Sind Bank to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their bids. This RFP does not claim to contain all the information each Bidder requires. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Punjab & Sind Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder requires. Punjab & Sind Bank does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Punjab & Sind Bank reserves the right of discretion to change, modify, add or to alters any or all of the provisions of this RFP and/ or the bidding process, without assigning any reasons whatsoever. Such change will be published on the Bank’s Website (<https://punjabandsindbank.co.in/>) and it will become part and parcel of this RFP. Punjab & Sind Bank in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. Punjab & Sind Bank reserves the right to reject any or all the request of proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Punjab & Sind Bank shall be final, conclusive and binding on all parties.

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Bid Details in Brief, Schedule and Contact Details

S. No.	Description	Details
1.	RFP No. and Date	Ref. No. PSB/RFP/ACC/DT/01/2024 dated 04 th March 2024
2.	Brief Description of the RFP	Appointment of Consultant for Advisory and Compliance Services for Direct Tax
3.	Bank's Address for Communication and submission of hard copy of Bid / documents	The Chief Financial Officer, Punjab & Sind Bank Corporate Office Accounts & Audit Department 1 st Floor, Plate-B, Block-3, East Kidwai Nagar New Delhi – 110023 Tel –011 –40175169 Email: ho.accts@psb.co.in
4.	Mode of Tender	Offline, it is mandatory for Bidders to submit the Technical and Commercial bids in physical documents at the address mentioned above.
5.	Type of Bid	Consultancy Services
6.	Consortium	Not Allowed
7.	Date of Issue of RFP	04.03.2024
8.	Last Date and time for Submission of Pre-Bid Queries (Via E-Mail)	11.03.2024 up to 05:00 p.m. (The queries should be mailed on email id – ho.accts@psb.co.in with subject line “ Ref. No. PSB/RFP/ACC/DT/01/2024 ”)
9.	Date, Time and venue of Pre Bid Meeting	11.03.2024 at 05:30 p.m. at the address mentioned in point 3 above
10.	Date for issuing clarification to pre-bid queries received by the Bank through e-mail	16.03.2024
11.	Last Date and Time for submission of Physical Bids	26.03.2024 at 05:00 p.m.
12.	Date, time and venue of opening of Technical Bid	26.03.2024 at 05:30 p.m. at address mentioned above at point 3 above.
13.	Date and time of Technical Presentation	Will be informed later via email to the respective eligible bidders based on evaluation of technical bids
14.	Date and time of opening of Commercial Bid	Will be intimated at a later date
15.	No. of Envelopes to be submitted	Two Envelopes: 1. EMD, Application Fee and Technical Bid. 2. Commercial Bid. Above two envelopes should be enclosed in a Master Envelope to be super-scribed as “Proposal for

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		Appointment of Consultant for Advisory and Compliance Services for Direct Tax in Punjab & Sind Bank – Tender Reference No. PSB/RFP/ACC/DT/01/2024 ”.
16.	Application Fees (Non-Refundable)	Rs. 2,000/-plus 18% GST in the form of “Demand Draft”, in original in favor of Punjab & Sind Bank, payable at New Delhi (Non-refundable)
17.	Earnest Money Deposit (Refundable)	Demand Draft of Rs. 75,000/- (Seventy Five Thousand only) in original in favour of “Punjab & Sind Bank”, payable at New Delhi The Bank shall encash the DD of the successful Bidder and the amount of EMD will be kept as deposit as the DD is having three months validity period. Unsuccessful bidder’s EMD will be returned without interest within 30 days after the Bank entering into consultancy agreement with successful bidder. EMD to successful bidder will also be refunded on submission of PBG as per terms of RFP.
18.	Performance Bank Guarantee	In term of Clause 3 of Terms & Conditions of this RFP: 5% of Value of Contract as per Annexure-XIX within 30 days of signing of contract valid for a period of 60 days beyond the date of completion of contract, subject to extension in line with the execution of contract with the mutual consent of both the parties.
19.	Bid Validity Period	One year from date of opening of Commercial Bid

Notes:

- This Bid Document is not transferable.
- This Bid Document is the property of Punjab & Sind Bank, Accounts & Audit Department, NBCC Office Complex Corporate Office, 1st Floor, Block- 3, Office Plate- B, East Kidwai Nagar, New Delhi – 110023.
- In case, the date of submission and opening of bids happens to be Bank’s holiday or non-working day, then the same will automatically stand postponed to the next working date at the same time and venue.
- Bid is to be submitted complete in all respect, otherwise the same is liable to be rejected without any further communication.

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Abbreviations used in this document		
1.	EMD	Earnest Money Deposit
2.	TDS	Tax Deducted at Source
3.	CBDT	Central Board of Direct Taxes
4.	GST	Goods & Services Tax
5.	LLP	Limited Liability Partnership
6.	MAT	Minimum Alternate Tax
7.	DTA/ DTL	Deferred Tax Assets/ Deferred Tax Liabilities
8.	RBI	Reserve Bank of India
9.	ICAI	Institute of Chartered Accountants of India
10.	DD	Demand Draft
11.	RFP	Request for Proposal
12.	INR	Indian Rupee
13.	PBG	Performance Bank Guarantee

Definitions

S.No.	Term	Meaning
1	Bank	Bank means “ Punjab & Sind Bank ” constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 including its Branches, Zonal Offices, Field General Manager Office etc.
2	PSB	“PSB” means Punjab & Sind Bank , constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 which has invited the bids for consultancy services, and with which the selected bidder signs the contract for the services to be rendered and to whom the selected bidder shall provide services as per the terms and conditions and terms of reference of the contract
3	Assignment or Service	Assignment or Service means the work to be performed by Consultant pursuant to the contract.
4	RFP	‘RFP’ or ‘RFP document’ or ‘Tender’ means the “Request For Proposal” document including all appendices, annexure and addendum, if any, prepared by Punjab & Sind Bank (PSB) for the selection of consultant
5	Bid	‘Bid’ shall mean a proposal made to Punjab & Sind Bank in response to the RFP document. This includes the Technical bid and Commercial bid as per the format prescribed in the RFP.
6	Bidder	‘Bidder’ shall mean the party/ firm/ organization submitting the proposal in response to the RFP for advisory and compliance services for Direct Tax.
7	Successful Bidder / L1 Bidder	Successful Bidder / L1 Bidder means the Bidder who is found to be the highest scorer after conclusion of the Techno-Commercial Evaluation process subject to compliance of all the Terms and Conditions of the RFP, etc.
8	Contract	‘Contract’ means the agreement signed between the successful bidder and the Bank at the conclusion of bidding process, wherever required.
9	Terms of Contract/ Reference	Terms of Contract/ Reference means the document included in the RFP which explains the scope of work, activities, tasks to be performed, deliverables etc.
10	Affiliates/ Group Companies	‘Affiliates/ Group Companies’ means membership firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services registered in India.
11	Partner	‘Partner’ means a professional, sharing profit in a

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		Chartered Accounting firm/ LLP as defined under Partnership Act, 1932 and/ or the Limited Liability Partnership Act 2008.
12	Personnel / Professional	Full time staff with minimum qualification of Chartered Accountant and on the payroll of the bidder
13	Day	Calendar day
14	Party/ Parties	Party or Parties means PSB or Bidder/ Selected Bidder/ Consultant or both as the case may be

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**REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF CONSULTANT
FOR ADVISORY AND COMPLIANCE SERVICES FOR DIRECT TAX IN
PUNJAB & SIND BANK**

1. OVERVIEW OF PUNJAB & SIND BANK

Punjab & Sind Bank, hereinafter referred to as the “Bank”, established on 24th June 1908, was nationalized in the year 1980 having its Corporate Office at East Kidwai Nagar, New Delhi-110023 and Head Office at 21, Rajendra Place New Delhi -110008. The Bank is having a network of 1500+ branches/ offices, spread across the length and breadth of the country with presence in all the States and Union Territories.

2. CONTEXT OF THE ASSIGNMENT

The Bank invites Request for Proposal (RFP) as per the Terms of Reference detailed in Annexures for appointment of Consultant for regular review, advice, assistance, litigations etc. in Direct Tax compliances.

3. PRE-QUALIFICATION CRITERIA

Only those Bidders who fulfill the Eligibility Criteria mentioned in **Annexure-IV** are eligible to respond to the RFP. Offers received from the Bidders who do not fulfill any of the eligibility criteria mentioned are liable to be rejected.

4. TERMS OF REFERENCE

The objective of this assignment is to work with the Bank in advisory and compliance services in respect of various amendments made by the CBDT from time to time, as well as effective administration, monitoring and providing support/ required changes (including technological changes, if required) to the Bank/ software developers for the Bank.

4.1 SCOPE OF THE WORK:

1) Basic Responsibilities:

- i. To provide assistance in preparing, review and filing of annual Income-tax Return/ Tax Audit/ Other Tax reports/ forms.
- ii. To provide assistance/guidance in relation to various notices (including u/s 133(6), 142(1), 147, 133C or under any other section/ orders etc. issued by the Income Tax Department.
- iii. To give opinion on routine Income Tax matters of Bank as and when asked for.
- iv. To keep aware and compute advance tax/ self-assessment tax/ any other tax liability. Estimate the amount of advance income tax and arrive at the quantum of each instalment on a quarterly basis. To provide opinion to the Bank on availment, utilization and reversal of Income Tax MAT credit/ DTA/ DTL. To

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-
- assist in tax related accounting e.g. deferred tax, MAT, Contingent Liabilities etc.
 - v. To update about relevant changes/ amendments/ judgments in the Income Tax Act & Rules (more specifically having implications on Punjab & Sind Bank) regularly and clearly explain the practical implication of the same to the taxation team of the Bank and to provide professional opinion there upon.
 - vi. To advise on the tax-planning like benefits/ perquisites/ rebates/ deductions/ exemptions available under income tax act.

2) Advisory and Compliance Services:

- i. Providing guidance and suggestions on new developments or on any other matter in Income Tax and up to filing of the Income Tax returns and audit with respect to financial year.
- ii. To provide assistance/guidance with respect to various forms viz: Form 61, Form 61A – SFT Return, Form 61B, 15G/H, Form 15CC and Form 26QAA.
- iii. To provide opinions/ comments/ clarifications on various income-tax issues raised from time to time by Bank and any other income tax enactment issued by the government.
- iv. To provide assistance in drafting the instructions/ circulars etc. to be issued to the field functionaries to comply with the provisions of Income Tax and review of various circulars and other notifications to be issued to the offices/ branches of the Bank in respect of Income Tax and related matters issued from time to time. The consultant is also required to vet the instructions/ circulars etc. to be issued to the field functionaries covering various aspects of Income Tax.
- v. Providing training and workshops at Corporate/ Head Office of the Bank for new amendments and other matters of Income Tax applicable to Bank to the field functionaries from time to time.
- vi. Preparation of draft representation to Central Board of Direct Taxes for seeking any clarifications in Income Tax provisions.
- vii. Assist/ guide in respect of changes required in system for compliance of Income Tax provisions from time to time including changes required in system/ procedures/ policies adopted by the Bank.
- viii. Advise the Bank in taking significant policy decisions impacting financials, taxation and advising amendments in the existing policies/ development of policies to comply with provision in Income Tax regime.
- ix. Provide assistance to plan and carry out activities, in compliance with Income tax requirements.
- x. Provide guidance/ assistance w.r.t. Bank's IT Applications for Income Tax Compliance and advise the Bank about amendments required in software being used by the Bank and/ or development of new functionality or software, if required, to comply with Income Tax and all relevant Rules and Provisions with respect to Income tax. Provide inputs in terms of required technological changes to HO Information Technology/ CBS Department of the Bank for capturing required data for the purpose of compliance under Income tax ensure necessary/ required changes to be made in the CBS System.

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- xi. Providing guidance/ assistance in respect of changes required in system for compliance of Income Tax provisions from time to time and to work in tandem with Bank's team for carrying out functional testing of the software.
- xii. Reviewing/ assist in the results of the User Acceptance Testing (UAT) or end user testing with respect to changes made in Bank's CBS in order to comply with the provisions of Income Tax.
- xiii. To review and suggest overall improvement in regulatory compliance, if considered necessary.
- xiv. To advise various departments of Head Office/ Branches/ access points in complying with various taxes and the related regulations upon specific requests by Bank.
- xv. To review, advise the amendments/ developments in Core Banking System or any other software being used by the Bank from a tax compliance perspective.
- xvi. To assist/ guide the corporate/ head office in resolving the queries of branches or Head Office Departments with respect to demand raised or proposed to be raised by Income Tax Department/ Authorities.

3) Assistance in Audits/ Appeals/ Assessment Proceedings of the Bank at Corporate Level

- i. To represent the Bank before the competent authorities in connection with the assessment proceedings and related matters and responding to the queries raised by the authorities and taking further action that may be necessary for the expeditious disposal of pending matters of the earlier assessment years.
- ii. To assist in collation of documents/ details etc. and preparation of various documents/ annexures etc. as may be required.
- iii. To prepare replies/ submissions for assessment proceedings, appellate proceedings till the level of ITAT and any other income tax related proceedings/ demand notices/ show cause notices/ summons etc. received by the Bank from tax authorities.
- iv. To represent before the income-tax authorities i.e. Assessing Officer and other Income Tax Authorities including Authorities under National Faceless Assessment Centre (NFAC) in connection with the assessment/ appeal proceedings and related matters, both for existing and forthcomings.
- v. To examine any order/ communication received from Income Tax Department and advise further course of action.
- vi. To represent before the appellate authorities – Commissioner of Income-tax (Appeals) and Income-tax Appellate Tribunal for all the tax cases.
- vii. Review of Income-tax orders passed by the Assessing officer/ Commissioner of Income Tax (Appeals)/ Income-tax Appellate Tribunal for various assessment years and analysis of impact on Bank and preparation of letters/ submissions/ appeal papers to the respective Income Tax Authorities in response to the same.
- viii. Assist in the review of computation of income and taxable income determined by the Income Tax Authorities to verify whether it is prepared in accordance with the provisions of the Income Tax Act and take necessary action for rectification if any discrepancies are found.

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- ix. Review of tax appeals filed by the Income Tax Department and prepare reply and submission to be filed by the bank and represent before ITAT.
- x. Review of tax appeals filed by the Income Tax Department to High Court/Supreme Court and assist the appointed advocate / representative in appeal matters – (Briefing / facilitating counsel for appearing before High Court / Supreme Court) as and when required.
- xi. To follow-up with department for any refund due.

Note: The above list is indicative and not exhaustive i.e. terms of reference shall include providing professional assistance for all activities required for compliance with applicable Corporate Income Tax provisions under Income Tax Act and Income Tax Rules.

4.2 PERIOD OF ASSIGNMENT

This assignment is for three years i.e. from financial year 2024-25 to financial year 2026-27 subject to yearly review. After successful completion of contract period, assignment may be extendable for a further period, as decided by Bank on mutually agreed terms and costs, if the Bank so desires.

5. GENERAL PROVISIONS

- a) This RFP and process incidental thereto shall remain subject to the guideline/order issued by Ministry of Finance Department of Expenditure, Govt. of India vide its Order No. 6/18/2019-PPD dated 23rd July 2020. The Model Clause for the tender as prescribed in terms of para 4 of aforesaid order is hereby disclosed as under:
 - i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
 - ii. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
 - iii. “Bidder from a country which shares a land border with India” for the purpose of this Order means: - a. An entity incorporated, established or registered in such a country; or b. A subsidiary of an entity incorporated, established or registered in such a country; or c. An entity substantially controlled through entities incorporated, established or registered in such a country; or d. An entity whose

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beneficial owner is situated in such a country; or e. An Indian (or other) agent of such an entity; or f. A natural person who is a citizen of such a country; or g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

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

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

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company; b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

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

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

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

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

vi. The successful bidder shall not be allowed to sub-contract works to any

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contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

b) Successful Bidder will undertake to indemnify the Bank and keep the Bank and its officers/ employees/ Directors fully indemnified and harmless from and against all the consequences of any of its actions and/ or its representatives, employees leading to breach of any of the provisions of Law faced, suffered or incurred by the Bank.

c) Similarly, in the event of any claims being made on the Bank, on account of any breach or non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by Successful Bidder, its employees, officers, agents, Successful Bidder undertakes to pay on first demand made by the Bank of any amount on this account without any demur, contest, protest whatsoever within 7 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from Successful Bidder and/ or make deductions from the amount payable by the Bank to Successful Bidder.

d) Neither the contract which will be entered by the Bank with the successful bidder nor any action taken by the Successful Bidder shall constitute as between the Parties as partnership, association, joint venture or other common enterprise. The relationship between Successful Bidder and the Bank hereunder is on Principal-to-Principal basis. Successful Bidder is to ensure that no nexus, either direct or indirect, shall be established between its personnel and the Bank which may lead to any presumption or conclusion to the effect that the personnel may be treated as the employees of the Bank.

e) That the Bank, its representatives, its Regulators including RBI or persons authorized by the Regulator, its internal/ external/ other Auditors, shall, whenever required/ called for, have access to:-

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

f) The access shall also extend to the books, records, information held by/ available with any person/ firm agent/ company engaged by Successful Bidder or

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any documents records of transactions and other necessary information given/ stored or processed provided by the Bank, to Successful Bidder and in turn provided by Successful Bidder to another agency, in order to render the required Services to the Bank.

g) Successful Bidder shall ensure preservation of documents and data in accordance with legal/ regulatory obligation of the Bank communicated/ provided to Successful Bidder in writing by the Bank, in order to render the required Service to the Bank.

h) Successful Bidder shall ensure that due diligence/ KYC/ physical verification of employees of the firm/ company will be done and proper record of the same will be maintained.

i) Those adequate steps will be taken to build strong safeguards to avoid the commingling of information/ documents records and assets of the Bank with other organizations for whom Successful Bidder undertakes similar services.

j) That the Successful Bidder will ensure to get its security, practices and control process audited on a regular basis and disclose security breaches, if any, to the Bank. The copy of such audit report including the steps taken to address the issues raised by the auditors be provided to the Bank.

k) The Successful Bidder will conform to the laws, rules and regulations as stipulated by the Central/ State Government/ Reserve Bank of India/ and/ or any regulatory authority in regard to employment of agents/ associates/ employees etc. including the Minimum Wages Act.

l) The Bank shall have the right to cancel the RFP process at any time prior to award of Contract, without thereby incurring any liabilities to the Bidder(s). Reasons for cancellation, as determined by the Bank, in its sole discretion, may include but are not limited to, the following:

- i. Services contemplated are no longer required;
- ii. Scope of work was not adequately or clearly defined due to unforeseen circumstance and/ or factors and/ or new developments;
- iii. Proposed fees are unacceptable to the work;
- iv. The Project is not in the best interests of the Bank;
- v. Any other reason.

6. INSTRUCTIONS TO BIDDERS

6.1 BIDDING DOCUMENT

The RFP Document will be published on the Bank's website (<https://punjabandsindbank.co.in/>) and Central Public Procurement Portal (<https://eprocure.gov.in>). The Bidders are required to respond accordingly. The interested eligible bidder may download the RFP document from the Tender Section of Bank's website at <https://punjabandsindbank.co.in/> and submit the proposal along with a non-refundable fee of Rs. 2,000/- plus 18% GST by way of Demand Draft issued by any Scheduled Commercial Bank favouring "Punjab & Sind Bank" payable at New Delhi. Bids not accompanied by the Demand Draft (original) of requisite amount shall be rejected.

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder. Bidder should submit the bid strictly as per RFP failing which bid will be rejected as non-responsive. Bid valid for shorter period than one year shall be rejected by the Bank as non-responsive. Bidding shall be made in Indian Rupees only.

The Bidder will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this document. The Bidder to submit copy of RFP with all pages duly signed and stamped by the Authorized Signatory.

Each Bidder should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document not later than Pre Bid meeting.

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

The applicable taxes on the fee will be paid as per the tax rate prevailing at the time of actual payment. Out of pocket expenses, if any, will be paid on actual basis separately for assignments outside Delhi/NCR. The Commercial proposal shall not include any conditions attached to it. Any such conditional Commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at Source and other applicable taxes as per applicable tax laws.

The selected consultant will be associated with the Bank till the completion of assignments. The payments terms are as given in the Point 5 of terms and conditions as per **Annexure-A**.

The Bank reserves the right to reject any or all of the responses to this RFP without assigning any reason. The proposal will be the basis of contract to be signed with the

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selected bidder. The contract shall be finalized within 30 days from the date of issuance of the final selection letter or such period as extended by the Bank.

The Bank is not bound to accept any proposal, and reserves the right to annul the Selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the bidder.

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

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

6.2 SIGNING OF BID DOCUMENT

Each page of the bid shall be made in a legal name of the bidder and shall be duly stamped. An authorized representative/ signatory of the bidder shall initial all pages of the original technical and commercial proposals. The proposals should include a copy of board resolution/ power of attorney of the company/ firm to sign the Bid documents which is to be submitted with bid documents. The signed technical and commercial proposals shall be marked "original".

6.3 AMENDMENT OF BIDDING DOCUMENT

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

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

6.4 SUBMISSION OF BIDS

The Proposal shall be in two parts:

- i). Technical Proposal
- ii). Commercial Proposal.

Both the Technical and Commercial proposals shall be submitted in Separate Sealed envelopes super scribed as **"TECHNICAL BID FOR APPOINTMENT OF CONSULTANT FOR ADVISORY AND COMPLIANCE SERVICES FOR DIRECT TAX: TENDER REFERENCE NO. PSB/RFP/ACC/DT/01/2024"** on top of the envelope containing technical bid and **"COMMERCIAL BID FOR APPOINTMENT OF CONSULTANT FOR ADVISORY AND COMPLIANCE**

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SERVICES FOR DIRECT TAX: TENDER REFERENCE NO.PSB/RFP/ACC/DT/01/2024 on top of the envelope containing Financial Bid.

These two separate sealed envelopes should be put together in a master envelope duly sealed and superscribing "PROPOSAL FOR APPOINTMENT OF CONSULTANT FOR ADVISORY AND COMPLIANCE SERVICES FOR DIRECT TAX: TENDER REFERENCE NO. PSB/RFP/ACC/DT/01/2024 and should be sent at the following address:

Chief Financial Officer
HO Accounts & Audit Department
NBCC Office Complex, Corporate Office
1st Floor, Office Block 3, Plate B
East Kidwai Nagar
New Delhi – 110023

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

The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting.

The bidders are expected to examine their technical proposal in detail and material deficiencies, if any, in providing the information requested may result in rejection of technical proposal. However, the Bank may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

The Bank shall not be responsible for postal delay, misplacement, loss or premature opening, if the outer envelope is not sealed and/ or marked as stipulated. This circumstance may be a reason for rejection of the proposal.

The sealed master envelope containing the technical proposals and commercial proposals should be submitted at the above-mentioned address and last date and time for submission of bids. Any proposal received by the Bank after the deadline for submission shall not be accepted.

The sealed master envelope containing the technical proposals shall be opened on date and time mentioned in key information. The sealed envelope of technical proposal shall be opened while the commercial proposal shall be kept in the sealed envelope to be opened at a later date. Representatives of Bidders may be present during opening of the Technical proposals. However, Technical Proposals would be opened even in the absence of any or all of the bidder's representatives.

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Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder.

Note:**a). TECHNICAL BID**

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

In the first stage, only TECHNICAL BIDs will be opened, examined and evaluated. Bidders who have scored minimum 70 out of 100 on technical evaluation criteria as mentioned in **Annexure-V** will only be considered besides confirming compliance of all the terms & conditions of RFP document. Further, in case there is only one bidder having technical score of 70 or more, the Bank may reduce the qualifying score in such a manner so that at least two bidders qualify.

b) COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders, who fulfilled eligibility criteria as per **Annexure-IV** and whose technical bids are short listed after evaluation as detailed in **Annexure-V**, will be opened.

The commercial proposal should be submitted as per **Annexure-X** and should clearly indicate the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Commercial Proposal, the lower of the two shall prevail.

6.5 EARNEST MONEY DEPOSIT

- a) The bidder shall submit, as a part of its bid, an Earnest Money Deposit (EMD) in the form of Account payee Demand Draft issued by any Scheduled Commercial Bank favoring “Punjab & Sind Bank” for an amount of Rs. 75,000 (Seventy Five Thousand Only). No interest is payable on EMD.
- b) EMD must be submitted in a separate cover marked “EMD” along with the bid documents and should be kept inside the Technical Bid as stated in clause 6.4 of this RFP.
- c) In the event of its non-submission, the bid will be rejected without any further correspondence.
- d) Unsuccessful bidder's EMD will be returned without interest within 30 days after the Bank entering into consultancy agreement with successful bidder. The

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EMD of successful bidders will be refunded after completion of the validity of the Bid or upon submission of Performance Bank Guarantee as per the terms of the RFP.

- e) The EMD made by the Bidder will be forfeited:
- If the Bidder withdraws the bid during the validity of the bid.
 - If the Bidder makes any statement or encloses any form which turns out to be false, fake, incorrect and/ or misleading at any time prior to signing of contract and/ or conceals or suppresses material information; and/ or
 - If the Bidder violates any of the provisions of the terms and conditions of this tender specification.
- f) Any decision of the Bank in this regard shall be final, conclusive and binding on bidder.

7. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

The Bidder may request a clarification on any clause of the RFP documents on e-mail: ho.accts@psb.co.in. The queries should necessarily be submitted in the following format:

S. No.	RFP document reference(s) (Section & page number)	Content of RFP requiring clarification(s)	Points of clarification
1			
2			
3			

The response of the same will be given by Bank by e-mail only. The response of the Bank will be published on the Bank's website without identifying the source of the query. Should the Bank deems it necessary to amend the RFP as a result of a clarification; it shall do so in accordance with the procedure stated under paragraph mentioned herein below.

The Bank may modify the bidding document by amendment based on the feedback/ clarification. The amendment will be binding on all the bidders.

Any clarification issued by the Bank will be in the form of an addendum/ corrigendum and will be available on the Bank's website: <https://punjabandsindbank.co.in/>

The Bank, reserves its rights to extend the deadline for submission of bids in the interest of the Bank. Interested applicants are advised to frequently visit the website for updating themselves about changes, if any.

8. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidding firms are not allowed to impose their own terms and conditions to the bid and if submitted will not be considered as forming part of their bids.

9. 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.

10. RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

11. EVALUATION AND AWARD CRITERIA

After opening of the technical bids, all the documents and annexure (except commercial documents/ offer) will be evaluated by the Bank.

The firms, who qualify as per mandatory eligibility criteria mentioned in **Annexure-IV**, will be called to make a presentation (**Maximum of 20 minutes per bidder**) before the Bank's appointed committee at the Bank's Venue or through video conferencing. Maximum Two representatives would be allowed for presentations. The time schedule will be emailed separately at the contact e-mail id provided by the Bidders. Order of presentation will be decided by the Bank. 30 marks are assigned for Presentation.

The Evaluation committee of the Bank may interact with the bidder or bidder's authorized representatives during the presentation.

The Evaluation Committee decided by the Bank would be scoring the presentation made by the Bidders at Bank's premises as per **Annexure-V**.

The Bank shall rank the technical bids received on the basis of parameters used in scoring for technical parameters as per **Annexure-V** and as per the presentation given. The individual firm with a separate firm registration number is to be considered for eligibility and scoring.

After presentation, commercial bids will be opened and evaluated for firms securing 70% (70 out of 100) or more marks as per scoring given in Technical Bid and Presentation. Further, in case there is only one bidder having technical score of 70 or

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more, the Bank may reduce the qualifying score in such a manner so that at least two bidders qualify.

The scoring given in Technical Bid as per **Annexure-V** and Presentation shall have 70% weightage. The commercial bid will be having 30% weightage in final selection of the proposed Consultant for Direct Tax.

The commercial proposal (for qualified applicants as per Para above) will be opened subsequently.

11.1 TECHNICAL PROPOSAL EVALUATION

The Technical Bid of only those bidders shall be evaluated who have satisfied the eligibility criteria of the bid. The Bank may seek clarifications from any or each bidder as a part of technical evaluation. All clarifications received by the Bank within stipulated time shall be considered for evaluation. In case a clarification is not received within the stipulated time, the respective technical parameter would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by the Bank.

The evaluation of consultants will be based on a three step process:-

- a) The consultant qualifying will be invited for a presentation. Technical scores will be given based on the bid submission and presentation.
- b) Post the presentation, consultant scoring a minimum of 70% marks in the technical bid will qualify for commercial evaluation and their commercial bids will be opened.
- c) For final award of the assignment, a combined evaluation shall be done by applying a weightage of 70 and 30 for the technical and commercial scores.

The Technical Score will be calculated based on the Technical Evaluation Metric mentioned in **Annexure-V**. The Highest Technical Score (TB) will be given a Technical score (ST) of 100 points. The technical scores of other Bids will be computed as follows:

$$ST = 100 \times F / TB$$

(F = Technical Score of the bidder)

The Bank will calculate the technical scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points.

11.2 COMMERCIAL BID EVALUATION

The commercial bid of only those bidders shall be opened who have been technically qualified on the basis of the technical proposal.

The envelope containing the Commercial offers of only those Bidders, who is/are short-listed after technical evaluation, would be opened. The format for quoting commercial bid set out in **Annexure-X**. The commercial offer should consist of comprehensive Cost for the entire project. Bidder must provide detailed cost breakdown, for each and every category mentioned in the commercial bid. The Bank will determine whether the Commercial Bids are complete, unqualified and unconditional.

The lowest Commercial Bid (CB) will be given a financial score (SF) of 100 points. The financial scores of other Bids will be computed as follows:

$$SF = 100 \times CB / F$$

(F = amount of Commercial Bid)

Commercial Bid Evaluation Considerations

Commercial bid evaluation shall be considered as below in case of any kind of discrepancy:

1. If there is a discrepancy between words and figures, the amount in words shall prevail.
2. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP.
3. Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.
4. All liability related to non-compliance of this minimum wages requirement and any other law will be responsibility of the bidder.
5. The Bank shall not incur any liability to the affected bidder on account of such rejection.
6. The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

11.3 FINAL EVALUATION- TECHNO-COMMERCIAL EVALUATION

The Proposals will be finally ranked according to their combined Technical Score(s) and Financial Score as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Commercial Proposal that shall be 0.70 and 0.30 respectively. ST and SF will be calculated for individual bidders, as per description mentioned in Section 11.1 and 11.2 respectively.

Bidder with the highest Final score shall be considered for award of the Contract.

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For example:

Three vendors namely A, B and C participated in the bid process and their technical score are as under:

A=60, B=80, C= 90

After converting them into percentile, we get

ST for A= $(60/90)*100 = 66.67$

ST for B= $(80/90)*100 = 88.89$

ST for C= $(90/90)*100 = 100$

The Final prices of the Vendors are as under:

A= Rs. 8000, B= Rs. 9000, C= Rs. 10000

The final cost (lower cost quoted in e-reverse auction or price bid, in this case if it is Rs 8000) quoted by the bidders converted into percentile score shall be as under:

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

SF for B= $(8000/9000)*100 = 88.89$

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

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

S for A= $(66.67*0.7) + (100*0.3) = 76.67$

S for B= $(88.89*0.7) + (88.89*0.3) = 88.89$

S for C= $(100*0.7) + (80*0.3) = 94$

Hence, the offer of 'C' (being highest score) would be considered and the contract shall be awarded to 'C' at Rs. 10000 being the final price quoted by C.

Note:

1. The Bidder has to submit the commercial bid.
2. The highest technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the Bank.
3. The Successful Bidder shall be the first ranked Bidder (having the highest combined score).
4. If for some reason, the successful bidder fails to execute an agreement within the specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope.
5. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.

11.4 REVERSE AUCTION PROCEDURE

Bank may, at its discretion, hold the Reverse Auction. The procedure for the same will be made available at Bank's website <https://www.punjabandsindbank.co.in> in due course.

12. CONTRACT FINALIZATION

The Bank and the selected bidder shall finalize the terms of contract to be executed as per the prescribed terms of the Bank. The Bank shall have the right not to enter into the contract with the selected consultant, if the consultant is unable to provide the professional Staff assured in the technical proposal. In such an eventuality, the Bank reserves the right to reject the proposal and restart the entire process.

The Bank will not consider substitution of professional staff before signing the contract and during the tenure of the assignment unless both parties agree that undue delay in the Selection of professional staff makes such substitution unavoidable, or for reasons such as death or medical incapacity, or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications, experience and complete details be submitted by the selected consultant within the 15 days of such event. However, the Bank shall have the absolute right to ask for replacement of team leader and team members, if the Bank is not satisfied with their performance.

13. TERMINATION OF AGREEMENT

The Bank shall reserve the right to terminate the contract at any time by giving a thirty (30) days written notice including 15 days curing period, in case the Consultant fail to complete the work or provide the services as per the specification and satisfaction of the Bank. Nevertheless, the cancellation/ termination of the release order by the Bank shall be at the risk and responsibility of the recipient/ respondent.

The agreement with the selected consultant may be cancelled at the Bank's discretion on account of following or without assigning any reason:

- i. On refusal to take up the allotted Assignment;
- ii. If the firm/ LLP stands dissolved/reconstituted or the name/ style of the firm is changed;
- iii. If the company stands liquidated or the name/ style of the company is changed;
- iv. On not abiding by the terms and conditions stipulated in the agreement;
- v. If the performance of the selected consultant is not found satisfactory (viewed as Such by the Bank's appropriate authority);
- vi. Unnecessary or unwarranted delay in execution of the work allotted. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- vii. Delay in providing the requisite manpower at the Bank's site.
- viii. Delay in submission of reports beyond the stipulated periods.

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- ix. Inability of bidder to keep the data of Bank as confidential.
 - x. Breach of trust is noticed during any stage of the consultancy assignment.
 - xi. An attachment is levied or continues to be levied for a period of seven days upon effects of the bidder. In case the selected Bidder fails to deliver the service as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar service from alternate sources at the risk, cost and responsibility of the selected Bidder.
 - xii. Any other reason at the discretion of the Bank.

However, the Bank will be entitled to terminate this contract, if selected Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

➤ Such breach is not cured within fifteen (15) days after Bank gives written notice;

Or

➤ If such breach is not of the type that could be cured within fifteen (15) Days, failure by selected Bidder to provide Bank, within fifteen (15) days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party;
- or
- The other Party becomes the subject of a court order for its winding up.

Upon the termination or expiry of this RFP and subsequent Agreement, the rights granted to the selected Bidder shall immediately be terminated.

- Upon the Bank's request in writing, the selected Bidder shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the selected Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances.

Further, in addition to the cancellation of order, the order shall be passed to next qualified bidder.

In addition to the cancellation of the order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD), given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event, the order shall be passed to

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technically qualified Level-2 bidder, provided Level-2 bidder is prepared to match prices and other terms & conditions.

Bank reserves its right to cancel the order even after placing the letter of Intent (LOI)/ Purchase Order, if Bank receives any directions / orders from Statutory Body/ RBI/ Govt. of India in a nature that binds the Bank not to take the project forward.

Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/ or invoking the Bank guarantee under this contract.

14. CONFIDENTIALITY

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

15. NO LEGAL RELATIONSHIP

No binding legal relationship will exist between any of the Bidders and the Bank until execution of a contractual agreement with the successful Bidder to the full satisfaction of the Bank.

16. NON-TRANSFERABLE OFFER

The bid document is not transferable. Only the bidder, who has purchased this bid form, is entitled to quote and to execute the job, if allotted. There will not be any type of outsourcing. The bidder should also submit an undertaking to the effect that he has not made any modification in the original copy of RFP and his bid would be liable for rejection for any violation of the above.

17. BIDDER OBLIGATION TO INFORM ITSELF

The Bidder must apply its own care and conduct its own investigation and analysis regarding any information contained in the Bid document and the meaning and impact of that information.

Punjab & Sind Bank and its employees make no Representations or Warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of statements contained in this Document. The Bank also accepts no liability of any nature whether from negligence or otherwise, however caused arising from reliance of any bidder upon the statements contained in this RFP.

18. NON DISCLOSURE

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

- That the successful bidder will treat the information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees/ representatives shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.
- That if the successful bidder 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 the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

19. ASSIGNMENT

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

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this Bid shall be considered to be assigned to the new entity and such an act shall not affect the rights of the Bidder under this Bid.

In the event of bidder undergoing merger, demerger, amalgamation, takeover, consolidation, reconstruction, change of ownership etc. at any time, the same shall be informed to the Bank promptly and without any delay. The Bank reserves the right to

cancel the contract in any of such event without inviting any liability to reimburse or compensate for the expenses incurred by the bidder. The decision of the Bank to deal or not to deal with the bidder in its reconstituted or reorganized form is final and binding.

20. JURISDICTION, GOVERNING LAW AND DISPUTES RESOLUTION MECHANISM:

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

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these RFP/ Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 days of the dispute, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/ Agreement. The laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law. The award will be recorded in writing, along with the reasons therefore. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

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

21. FORCE MAJEURE

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. For the purpose of this clause, "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, earth quake 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. 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 five calendar days. Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/dischage 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. 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. Notwithstanding above, the decision of the Bank to continue or cancel the contract shall be final and binding on the bidders.

ANNEXURE-A

TERMS AND CONDITIONS

1. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA), Deed of Indemnity and integrity Pact (IP) with Bank on stamp paper as per Bank's prescribed format, within 30 days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions to be signed at the time of execution of the Form of Contract. The consultant shall pay for all stamps and legal expenses incidental thereto.

The failure or delay or evasion on part of the successful bidder to execute the Contract/Agreement within the period mentioned will result in expiry of the validity of the bid. In such a case the EMD deposited by the bidder shall be forfeited by the Bank, without further notice to the successful bidder.

The failure, delay or evasion on the part of the successful bidder to commence project within 15 days from the date of execution of the contract will result in termination of the contract and in case of termination of contract on this account, in addition to the termination of the contract, Bank shall have the absolute right to forfeit the amount of EMD and adjust the said amount towards loss and damage suffered by the Bank.

This contract shall be based on this RFP document (read with addendums/ Corrigendum/ Clarifications) and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid. However, the terms and conditions of RFP shall constitute a binding contract till such a contract is issued.

2. DURATION OF CONTRACT

This assignment is for three years i.e. from the financial year 2024-25 to financial year 2026-27. The contract period is extendable for a further period, subject to review at every year, as decided by Bank on mutually agreed terms and costs, if the Bank so desires.

3. PERFORMANCE BANK GUARANTEE

The successful bidder has to submit the Performance Bank Guarantee, detailed as under:

- a) The successful bidder will have to submit Performance Bank Guarantee from a Scheduled Commercial Bank amounting to 5% of value of contract as per **Annexure XIX** within 30 days of signing of contract valid for a period of 60 days beyond the date of completion of contract, subject to extension of contract with mutual consent of both the parties.

The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due and also on mutual consent. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may cancel the order placed on the selected Bidder without giving any notice.

- b) The Performance Bank Guarantee will be furnished for due performance of the contract.
- c) Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or if in the opinion of the Bank the consultant has failed/ fails to perform the assignment under the contract to the satisfaction of the Bank or if the Bank incurs any loss due to Bidder's negligence in carrying out the project implementation/ consultancy services as per the agreed terms & conditions. The invocation of performance bank guarantee will not be applicable in case the delay is for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Service Provider to prove that the delay is attributed to the Bank and Force Majeure. The decision taken by the Bank in this regard shall be final and Service Provider shall not dispute the same.

4. ACCEPTANCE OF ORDER

Successful bidder shall be required to accept the contract/ order within two weeks from the date of offer letter.

Bank has a right to cancel the appointment and forfeit the EMD, if the same is not accepted within a period of two weeks from the date of offer letter.

5. PAYMENT TERMS

Contract value to be payable equally on monthly basis.

6. TAXES

The prices are inclusive of all charges, Taxes, Statutory levies etc. except Goods and Service Tax which will be paid on actual basis. In case consultant is required to visit outside Delhi/NCR in connection with this engagement, the bank shall make arrangements for travels, boarding and lodging of the consultant's team. Out of pocket expenses for outstation visit to be reimbursed on actual basis, only in case of visit was undertaken with bank's prior permission.

7. PENALTY CLAUSE

It is expected of the selected consultant to provide services as mentioned in Scope of Work and the terms of the RFP. Inability of the consultant to either provide the requirements as per the scope of work or to meet the timelines as specified would be treated as breach of contract and Bank would invoke the penalty clause. These rights shall be in addition to and without prejudice to other rights available to Bank including but not limited to termination of contract, invocation of indemnity, invocation of Bank guarantee and recovery of amount paid, etc.

Penalty will not be applicable in case the delay is for reasons attributable to the Bank/ Force Majeure. However, it is the responsibility of the Service Provider/ Consultant to prove that the delay is attributed to Bank/ Force Majeure. The decision taken by Bank in this regard shall be final and Service Provider/ Consultant shall not dispute the same.

Further, the Partner of consultant being Qualified Chartered Accountant (having experience of minimum 10 years) to make mandatory personal visit at least twice a week or seven days in a month in the Head office/ Corporate office of the Bank to review/ assist/ resolve etc. in Direct Tax related issues. Non-compliance of number of visits may attract a penalty up to 10% of monthly payable amount. The same will be deducted from monthly fees to be paid to the consultant.

However, overall cap for penalties will be 10% of the contract value.

8. CANCELLATION OF APPOINTMENT

After issuance of offer letter to successful bidder, Bank reserves the right to cancel the offer without giving any notice, for following reasons –

- a) Non submission of acceptance of appointment within two weeks from date of offer.
- b) Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by Bank.
- d) If deliverables are not performed within stipulated time, Bank may cancel the entire contract after giving 30 days' notice.

9. SIGNING OF PRE CONTRACT INTEGRITY PACT

Signing of pre-contract integrity pact with Bank would be one of the preliminary qualifications for further evaluation. Bidder willing to participate in this RFP shall submit duly signed and stamped Integrity Pact on a stamp paper of Rs.100, as per **Annexure - XIV** attached with this RFP. Integrity pact shall be submitted by all the prospective bidders at the time of Bid submission. Non – submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground for bidder's disqualification to participate in the Bid process. For implementation of Integrity Pact, Bank has appointed Independent External Monitor

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(hereinafter referred to as IEM) in respect of procurements as per directives received from the Central Vigilance Commission (CVC). Details of IEM are as under:

Sh Asha Ram Sihag	Sh Aditya Prakash Mishra
Email ID: arsihag@gmail.com	Email ID: apmishra53@gmail.com
Mobile no: 9911558502	Mobile no: 9560625666

- IEM's task shall be to review – independently and objectively, whether and to what extent the parties comply with the obligations under this pact
- IEM shall not be subjected to instructions by the representatives of the parties and perform his functions neutrally and independently
- Both the parties accept that the IEM has the right to access all the documents relating to the project/procurement, including minutes of meeting.

10. DELAY IN THE BIDDER'S PERFORMANCE

Delivery of the performance of the Services shall be made by the bidder in accordance with the time schedule specified by the Bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default.

11. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

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

12. TERMINATION OF CONTRACT

The Bank shall reserve the right to terminate the contract at any time by giving a thirty (30) days written notice including 15 days curing period, in case the Consultant fail to complete the

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work as per the specification and satisfaction of the Bank. Nevertheless, the cancellation/termination of the release order by the Bank shall be at the risk and responsibility of the recipient/respondent.

The agreement with the selected consultant may be cancelled at the Bank's discretion on account of following or without assigning any reason:

- i. On refusal to take up the allotted Assignment;
- ii. If the firm /LLP stands dissolved/reconstituted or the name/style of the firm is changed;
- iii. If the company stands liquidated or the name/style of the company is changed;
- iv. On not abiding by the terms and conditions stipulated in the agreement;
- v. If the performance of the selected consultant is not found satisfactory (viewed as Such by the Bank's appropriate authority);
- vi. Unnecessary or unwarranted delay in execution of the work allotted. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- vii. Delay in providing the requisite manpower at the Bank's site.
- viii. Delay in submission of reports beyond the stipulated periods.
- ix. Inability of bidder to keep the data of Bank as confidential.
- x. Breach of trust is noticed during any stage of the consultancy assignment.
- xi. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid. In case the selected Bidder fails to deliver the service as stipulated in the delivery schedule, the Bank reserves the right to procure the same or similar service from alternate sources at the risk, cost and responsibility of the selected Bidder.
- xii. Any other reason at the discretion of the Bank.

However, the Bank will be entitled to terminate this contract, if selected Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

➤ Such breach is not cured within fifteen (15) days after Bank gives written notice;

Or

➤ If such breach is not of the type that could be cured within fifteen (15) Days, failure by selected Bidder to provide Bank, within fifteen (15) days, with a reasonable plan to cure such breach, which is acceptable to the Bank.

This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or

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- The other Party becomes the subject of a court order for its winding up.

Upon the termination or expiry of this RFP and subsequent Agreement, the rights granted to the selected Bidder shall immediately be terminated.

- Upon the Bank's request in writing, the selected Bidder shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the selected Bidder to perform the Services free and clear of all liens, security interests, or other encumbrances.

Further, in addition to the cancellation of order, the order shall be passed to next qualified bidder.

In addition to the cancellation of the order, Bank reserves the right to appropriate the damages from the earnest money deposit (EMD), given by the bidder and/or foreclose the Bank guarantee given by the bidder. In such event, the order shall be passed to technically qualified Level-2 bidder, provided Level-2 bidder is prepared to match prices and other terms & conditions.

Bank reserves its right to cancel the order even after placing the letter of Intent (LOI) / Purchase Order, if Bank receives any directions / orders from Statutory Body / RBI/ Govt. of India in a nature that binds the Bank not to take the project forward.

Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking the Bank guarantee under this contract.

13. CONFLICT OF INTEREST

Punjab & Sind Bank requires that the selected consultant provides professional, objective, and impartial advice, and at all times hold Punjab & Sind Bank's interest paramount, strictly avoid conflicts with other assignment(s)/ job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from Punjab & Sind Bank.

Without limitation on the generality of the foregoing, the selected consultant, and any of their affiliates and member firms, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- i). **Conflicting relationships:** The consultant (including its personnel) having a business or family relationship with a member of Punjab & Sind Bank's staff who is directly or indirectly involved in any part of (i) the preparation of the terms of reference of the assignment/job, (ii) the selection process for such assignment/job, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to Punjab & Sind Bank throughout the selection process and the execution of the contract.
- ii). **Solicitation of Employees**

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

- a) Recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract;

Or

- b) Induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

The key persons identified for the project should carry out their activities from the premises of the Bank at New Delhi. The personnel involved for executing the assignment should be qualified as per the requirements mentioned in the Eligibility Criteria and preferably should have been involved in a similar assignment.

The Bank will not return the bids/ responses to the RFP received. The information provided by the bidder/s to the Bank will be held in confidence and will be used for the sole purpose of evaluation of bids.

The Commercial Bid shall be opened in due course, after completion of technical bid evaluation, in the presence of Bidders/ their representatives, who choose to attend. The date and venue for opening the commercial bid shall be separately informed to the bidders who come out successful in the technical evaluation process.

It is also clarified that in case of any difference/ change between Bid/ response to the RFP document submitted by the participant and the RFP document maintained by Bank, the RFP document maintained at the Bank, would be considered as authentic and binding on the participant.

The bidder/ consultant shall furnish the following Undertaking as a part of the proposal.

“To the best of our knowledge, belief and document on record, we certify that there has been no conviction by a Court of Law for misconduct, guilty or indictment/ adverse order by a regulatory authority for an offence against us or any of the proposed members of engagement team for this assignment and if it arises we will intimate the Bank of the same”.

14. ASSIGNMENT

The bidder shall not assign or outsource the works undertaken by them under this RFP. The Bank expects that the Bidder appointed under the RFP shall have the single point responsibility for fulfilling all obligations and providing all deliverables and services required by Bank. The Bidder shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned as part of the project, from time to time.

15. REPRESENTATIONS AND WARRANTIES

- a) That the bidder is a firm/ LLP/ Company which has the requisite qualifications, skills, experience and expertise in providing Service(s) contemplated by this RFP, possesses the financial wherewithal, the power and the authority to enter into the Engagement and provide the Service(s) sought by Bank.
- b) That the bidder is not involved in any litigation, potential, threatened and existing, that may have an impact of effecting or compromising the performance and delivery of Service(s) under the Engagement.
- c) That the representations made by the bidder in its application are and shall continue to remain true and fulfill all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Engagement and the RFP Documents and unless Bank specifies to the contrary, the Applicant shall be bound by all the terms of the RFP.
- d) That the Applicant has the professional skills, personnel and resources/ authorizations/ approvals/ infrastructure that are necessary for providing all such services as are necessary to perform its obligations under the RFP and this Engagement.
- e) That the Applicant shall use such assets of Bank as Bank may permit for the sole purpose of execution of its obligations under the terms of the RFP or the Engagement. The Applicant shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term thereof.
- f) That the Applicant shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep Bank, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto and in respect of any infringement of any of the intellectual property rights.
- g) That all the representations and warranties as have been made by the Applicant with respect to its RFP and Engagement, are true and correct, and shall continue to remain true and correct through the term of the Engagement.
- h) That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws.
- i) That there are no legal proceedings pending or threatened against bidder or any of its partners or its team by any statutory or regulatory or investigative agencies which adversely affect/ may affect performance under this Engagement.

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- j) That the Applicant has the corporate/ legal power to execute, deliver and perform the terms and provisions of the Engagement and has taken all necessary corporate / legal action to authorize the execution, delivery and performance by it of the Engagement.
- k) That all conditions precedent under the Engagement has been complied with.
- l) That neither the execution and delivery by the bidder of the Engagement nor the bidder's compliance with or performance of the terms and provisions of the Engagement:
- Will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental authority binding on the bidder
 - 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 bidder is a party or by which it or any of its property or assets is bound or to which it may be subject.

16. AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/ contracts with the Bank, raise invoice and accept payments and also to correspond. In case of LLP/ firms, the bidder is required to submit Power of Attorney (along with the certified true copy of Board Resolution, in case of LLP) to establish the authentication of authorized signatory. The Bidder shall provide proof of signature identification for the above purposes as required by the Bank.

17. OWNERSHIP AND RETENTION OF DOCUMENTS

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract. Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by the Bank, the Bidder shall deliver to the Bank all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s), unless otherwise directed in writing by the Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of the Bank, store, copy, distribute or retain any such Documents. The selected Bidder shall preserve all documents provided by or originating from the Bank and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of the Bank in this regard.

18. DATA OWNERSHIP

The customer data (name, address, account details etc.), AUDIT data, or any other data provided by Punjab & Sind Bank to bidder is exclusively the property of Punjab & Sind Bank. The ownership of the data will also include Punjab & Sind Bank's transaction data.

19. COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them for all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the selected Bidder.

The selected Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the selected Bidder. The selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

20. INTELLECTUAL PROPERTY INDEMNITY & INDEMNITY AGAINST MISUSE OF LICENSE

The selected bidder has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for:—

- Actual or alleged direct or contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.
- Actual or alleged direct or contributory infringement or misuse by bidder of, any license issues arising out of the execution of this contract.

21. VIOLATION OF TERMS

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the selected Bidder from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

22. GOVERNING LANGUAGE

The contract shall be written in English. All correspondence and other documents pertaining to contract that are exchanged between the parties shall be written in English.

23. GOVERNING LAW/JURISDICTION

The Agreement/ Contract shall be governed by and construed in accordance with the laws in India and shall be subject to the exclusive jurisdiction of the Courts of New Delhi.

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Firm/ LLP:

ANNEXURE-I

LETTER OF CONSENT
(On the letterhead of the Bidder)

1. We hereby express our willingness to participate in the Consultant selection process of Bank for advisory and compliance services for Direct Tax as per the terms and conditions mentioned in the **RFP No. PSB/RFP/ACC/DT/01/2024 dated 04th March 2024**.
2. We undertake, if our bid / proposal is accepted, to carry out the work as per the scope of work, deliverables and in accordance with the time frames specified in the RFP document as well as on the payment terms mentioned therein.
3. We confirm that the information submitted by us in our Bid/ Proposal is true and correct
4. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. and any deviation may result in disqualification of bids.
5. We declare that we have not made any alterations/ changes whatsoever in the RFP document and we are fully aware that in the event of any change, the RFP document maintained at the Bank will be treated as authentic and binding and the Bid/Proposal submitted by us will be liable to be rejected by the Bank in the event of any alteration made in the RFP document
6. We undertake that, in competing for and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.
7. We understand that Punjab & Sind Bank is not bound to accept our request for participation in the process or bound to accept our bid, or give any reason for rejection of any bid. We also agree and confirm that we will not claim any expenses incurred by us in preparing of bid documents and that Punjab & Sind Bank will not defray any expenses incurred by us in proposal.
8. We are also aware that Punjab & Sind Bank has the right to re-issue / re-commence the bidding process, to which we do not have right to object and have no reservation in this regard; the decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding upon us.
9. We do agree to submit all the requisite documents as required by the Bank.
10. If selected as Consultant by the Bank, our consent shall remain valid till completion of the assignment
11. We are agreeable to finalize the agreements in mutual consultation with the Bank at the appropriate time.
12. We are agreeable to work with any other Consultant(s) as decided by the Bank from time to time.
13. We also agree that the whole process of selection of Consultant, any of our officials shall not compromise the confidentiality.
14. Contact Details (Phone & Official email ID of Authorized person) are as under:

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15. We certify that the systems/services offered by us for tender conform to the specifications stipulated by you.

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

Email ID for communication:

Note: The certificate should be signed by the authorized signatory of the bidder along with the seal of the bidder. The authorization shall be by Power of Attorney/Board resolution, as applicable, accompanying the Bid.

ANNEXURE-II

UNDERTAKING

(To be submitted on Letter Head of the Bidder)

“We hereby solemnly undertake and declare that there has been no conviction by a Court of Law or indictment/ adverse order or blacklisting by SEBI or RBI or any regulatory or Governmental Authority or PSB/ PSU against us or any of our sister concern(s). It is further certified that there is no investigation pending against us or our sister concern(s) or the CEO, Directors/ Managers/ Partners/ Employees of our concern or of our sister concern(s) including before any Court/ Forum/ or (any Body constituted) relating to any offence or wrong doing. It is further certified that there is no resolution proceedings under IBC, 2016 has been initiated/ pending against us or our sister concern(s). It is certified that no conflict of interest exists as on date except as disclosed explicitly and if in future such a conflict of interest arises we will intimate the same to the Bank.

Further we hereby undertake that the decision taken by the Evaluation Committee of Punjab & Sind Bank regarding the qualified Bidder shall be binding upon us.”

We confirm that we have not made any modification in the original copy of RFP.

We confirm that our firm/ company has not been blacklisted/ barred by any regulator/ statutory body and or Public Sector Undertaking.

We confirm that to the best of our knowledge, belief and document on record, we certify that there has been no conviction by a Court of Law for misconduct, guilty or indictment/ adverse order by a regulatory authority for an offence against us or any of the proposed members of engagement team for this assignment and if it arises we will intimate the Bank for the same.

We confirm that firm/company name is not appearing in the Indian Bank Association’s Caution List.

If at any point of time, our above undertaking is found to be incorrect, the Bank shall have full right and discretion to reject/ terminate our bid/ contract/ appointment at any point of time without prior notice. No fee or any other expenses would be paid in such a case.

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

Note: The undertaking should be signed by the authorized signatory of the Bidder. The content of the undertaking should not be changed. Clarification, if any, is to be provided separately.

ANNEXURE-III

Bid Covering Letter Format
(To be submitted on Letter Head of the Bidder)

Reference No:

Date:

The Chief Financial Officer,
Punjab & Sind Bank
Accounts & Audit Department
NBCC Office Complex
Corporate Office
1st Floor, Block 3, Plate-B,
East Kidwai Nagar,
New Delhi – 110023

Dear Sir,

SUB: RFP for “Appointment of Consultant for Advisory and Compliance Services for Direct Tax”

Ref: RFP Ref No: PSB/RFP/ACC/DT/01/2024 dated 04th March 2024.

Having examined the RFP document including all Annexures the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Consultation for advisory and compliance services for Direct Tax in conformity with the said RFP in accordance with the schedule of prices indicated in the commercial bid and made part of this bid.

If our offer is accepted we are ready to provide the services for three years i.e. from financial year 2024-25 to financial year 2026-27. However, the contract period may be extendable for a further period as mutually decided by Bank and Consultant on mutually agreed terms and costs, if the Bank so desires.

We enclose Demand Draft of Rs. 75,000 (Seventy Five Thousand Only) as EMD and undertake to submit the Performance Bank Guarantee amounting to 5% of Value of Contract total project Cost as per clause 3 of Terms and Conditions of this RFP.

We enclose an Application money for Rs. 2,360/- (Rupees Two Thousand Three Hundred Sixty Only) in the form of Demand Draft in favour of Punjab & Sind Bank, payable at New Delhi (Non-refundable).

We agree to abide by this offer till contract period from the date of opening of Price Bid and for such further period as mutually agreed between the Bank and successful bidder, and agreed to in writing by the bidder. We also agree to keep the Earnest Money Deposit. If we withdraw our offer within the said validity period, the Bank shall have the right to forfeit the EMD, without reference to us. We agree to abide by and fulfill all the terms and conditions of the Bid and in default thereof, to forfeit and pay to you or your successors, or authorized nominees

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such sums of money as are stipulated in the conditions contained in Bid together with the return acceptance of the contract.

We accept all the Instructions, Technical Specifications, Terms and Conditions and Scope of Consultancy of the subject RFP.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

We confirm that our firm/ company does not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the Consulting Services.

We understand that the Bank is not bound to accept the lowest or any offer the Bank may receive without assigning any reason whatsoever.

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

ANNEXURE-IV

ELIGIBILITY CRITERIA

The Eligibility Criteria will apply to the Bidder along with its Affiliates/ Group companies/ member firms working under the common brand name. The bidder should have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates or its member firms, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates or member firms. Self-declaration is to be furnished as per Annexure.

S. No.	Eligibility Criteria	Documents to be submitted
1.	The Bidder should be Firm/ LLP of Chartered Accountants and should have been registered with ICAI and practicing continuously in India for the last 10 years as on 31.03.2023.	Certified copy of the Constitution/ registration Certificate issued by ICAI/ other documentary evidence of a recent date but not earlier than a month prior to the last date of submission of bid.
2.	Bidder should have minimum 1 DISA/ CISA qualified Partner/ Staff on its payroll for a period not less than 5 year as on 31.03.2023.	Self-certification with details of CAs and their positions in the firm/ LLP. Copy of respective Partners/ Employee DISA/ CISA Certificate. Self-Declaration Supporting Documents.
3.	Bidders should have a full-fledged Office in the state of Delhi/ NCR as on 31.03.2023 and continuing.	Self-declaration with Supporting documents such as ICAI Constitution/ registration Certificate etc.
4.	The Bidder should have positive Net Worth in the last three years.	Copy of the Audited Balance Sheet or a certificate from Chartered Accountant for evidencing the same for FY 2020-21, 2021-22 & 2022-23.
5.	Firm/ LLP should be regular consultant with respect to Direct Tax at whole organization level/ corporate level of a Public Sector Bank (other than RRB, Cooperative Banks and Payment Banks) for any seven years during the period 01.04.2013 to 31.03.2023. OR At least any five years continuous engagement during the period 01.04.2013 to 31.03.2023 as regular consultant with respect to Direct Tax	Copy of appointment letter/ experience certificate from the client covering the period evidencing the same.

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	at whole organization level/ corporate level with one Public Sector Bank (other than RRB, Cooperative Banks and Payment Banks)	
6.	Representation before appellate authorities in connection with Direct Tax matters of Public Sector Bank (other than RRB, Cooperative Banks and Payment Banks) during the period 01.04.2013 to 31.03.2023.	Copy of appointment letter/ experience certificate from the client covering the period evidencing the same.
7.	The Bidder should not have been black listed/ banned/ declared ineligible for corrupt and fraudulent practices by any Govt. Financial Institutions/ Banks/ Government/ RBI/ ICAI/ Semi Government Departments/ PSUs in India and should not have any disciplinary proceedings pending against the applicant firm or any of the partners.	A self-declaration by the Bidder through its authorized signatory on Bidder's letter head.
8.	The Bidders firm should not be owned or controlled by any Director or Employee (or Relatives) of Punjab & Sind Bank.	A Self Declaration by the Bidder on Bidder's Letter Head.
9.	The bidder to submit compliance of guideline/order issued by Ministry of Finance Department of Expenditure, Govt. of India vide its Order no 6/18/2019-PPD dated 23rd July 2020	A self-declaration /undertaking by the bidder on bidder's letter head.

Note:

1. The decision of the Bank shall be final, conclusive and binding on all the parties.
2. If any information provided by any bidder is found and/ or proved to be incorrect or misleading, such bid shall be liable to be rejected/ disqualified. Such bidder may also be blacklisted from all future issues by PSB as per prevailing guidelines.

ANNEXURE-V

PARAMETERS FOR EVALUATION OF TECHNICAL BID

S. No	Parameters	Max Marks	Marking System	
			Criteria	Max Marks
1	Period of establishment of firm/ LLP for practicing in India as per ICAI record as on 31.03.2023.	15	Practicing continuously in India for the period i) Less than 15 Years – 10 ii) For 15 Years or More - 15	15
2	Man Power and qualifications – Number of Partners and qualified CA Employees Each Partner/ Employee must be associated with the firm as on 31.03.2023.	10	For 2 full time professional qualified Chartered Accountants associated with the firm/ LLP for a period not less than two years as on 31.03.2023	6
			2 marks for every additional CA qualified partner subject to maximum of 4 marks	4
3	Experience as Direct Tax Consultant at whole organization level/ corporate level of the Public Sector Bank (Other than RRB, Cooperative Banks and Payment Banks)	40	For Engagement as Direct Tax Consultant for any seven years from i.e. 01.04.2013 to 31.03.2023 – 2 marks for each completed year of engagement - for one Public Sector Bank (Other than RRB, Cooperative Banks and Payment Banks).	14
			For Continuous Engagement as Direct Tax Consultant during the period 01.04.2013 to 31.03.2023 in Public Sector Bank (Other than RRB, Cooperative Banks and Payment Banks) – i) 26 marks for continuous engagement of 10 Years, ii) 10 marks for continuous engagement of 5 Years or more but less than 10 Years. iii) No marks for continuous engagement less than 5 Years.	26
4	Experience as Statutory Central Auditor at whole organization level of Public Sector Bank (Other than RRB, Cooperative Banks and Payment Banks) during the period 01.04.2018 to 31.03.2023.	5	Copy of appointment/engagement letter covering the period evidencing the same.	5

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5	Presentation	30	Shall be evaluated by the Committee of Executives identified for the purpose.	30
TOTAL		100		100

Note: Hard copy of supporting documents or documentary proof for all the above criteria should be submitted to the Chief Financial Officer , Punjab & Sind Bank, HO Accounts and Audit Department, NBCC Office Complex, Corporate Office, 1st floor Block –3, Office Plate-B, East Kidwai Nagar , New Delhi-110023.

Note: The bidder shall include the Bidder along with its Affiliates / Group companies/ member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services, registered in India. Firms fulfilling all the eligibility criteria as detailed in the RFP would only be considered for scoring given above.

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

ANNEXURE-VI

COMPLIANCE STATEMENT
(To be submitted on Letter Head of the Bidder)

DECLARATION

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

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

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

ANNEXURE-VII

PERFORMANCE CERTIFICATE
(To be submitted on Letter Head of the Client)

The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank
NBCC Office Complex
Corporate Office
1st floor, Office Block-3 Plate-B,
East Kidwai Nagar,
New Delhi-110023.

Dear Sir,

Reg: Request for Proposal for Appointment of Consultants for Advisory and Compliance Services for Direct Tax in Punjab & Sind Bank

The services provided by M/s _____ are satisfactory.

The certificate has been issued on the specific request of the company with reference to RFP Reference Number PSB/RFP/ACC/DT/01/2024 dated 04.03.2024.

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

RFP for appointment of consultant for advisory and compliance services for Direct Tax

ANNEXURE-VIII

**LITIGATION CERTIFICATE
(To be provided by Chartered Accountant)**

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

Dated this ____ day of _____ 2024.

Signature of Chartered Accountant

Name of CA:

Designation:

UDIN:

FRN:

Membership No:

Seal of Firm/ LLP:

ANNEXURE-IX

UNDERTAKING FOR NON- BLACKLISTED
(To be submitted on Letter Head of the Bidder)

The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank
NBCC Office Complex
Corporate Office
1st floor, Office Block-3 Plate-B,
East Kidwai Nagar,
New Delhi-110023.

Dear Sir,

Ref: PSB/RFP/ACC/DT/01/2024 dated 04.03.2024

We, M/s _____, do hereby confirm that we have not been blacklisted/ banned/ declared ineligible for corrupt and fraudulent practices by any Govt. Financial Institutions/ Banks/ Government/ RBI/ ICAI/ Semi Government Departments/ PSUs in India and have no disciplinary proceedings pending against the applicant firm or any of the partners with any regulatory authority.

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

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

ANNEXURE-X

COMMERCIAL BID

(To be submitted on Letter Head of the Bidder)
(To be included in Commercial Bid Envelope)

Date:

Sir,

Request for Proposal for Appointment of Consultant for Advisory and Compliance Services for Direct Tax in Punjab & Sind Bank

Reference Number PSB/RFP/ACC/DT/01/2024 dated 04.03.2024

In terms of the above-mentioned RFP document we submit herewith the commercial bid (fees) for the assignment proposed by the Bank as Consultant

		(Amount in INR)
Professional Fees (per year)	In figures	
	In words	

TERMS AND CONDITIONS

- 1) The above quoted fee is for the entire assignment.
- 2) We undertake to deliver all the deliverables as envisaged in the proposal/ agreement.
- 3) Bank will deduct tax (TDS/ GST TDS/ any other tax) while releasing payment, if applicable as per the law.
- 4) Out of pocket expenses (outside Delhi/NCR Jurisdiction), if any incurred by the consultant for lodging, boarding, travel etc. will be paid by the bank on actual basis.
- 5) Goods and Service Tax (GST) will be paid extra.

Date: Signature of the Authorized Signatory:

Place: Name of the Authorized Signatory:

Designation:

Name of the organization:

ANNEXURE-XI**Details of Persons who will form the team for the proposed assignment**

1. Name of the Person:

2. Office Address:

3. E-mail ID:

4. Phone Number Office:

Mobile:

5. Date since working in the Firm:

6. Professional Qualifications:

S. No.	Name of Professional Degree	University/ Board/ Institution	Year of passing

7. Present Designation:

8. Experience:

S. No.	Brief Details of Direct Tax consultancy services undertaken in India and the Organization where assignment was undertaken	Capacity in which handled/ associated with the assignment	Period	
			From	To
1				
2				

Note: Format is of minimum requirements and is to be compulsorily furnished.

Respondents may furnish additional details, if any.

Date:

Signature of the Authorized Signatory:

Place:

Name of the Authorized Signatory:

Designation:

Name of the organization:

RFP for appointment of consultant for advisory and compliance services for Direct Tax

Annexure-XII

DETAILS OF PARTNERS AND C.A EMPLOYEES ON FIRM'S PAYROLL ON LETTER HEAD

S. No.	Name	Capacity (Partner/ Employee)	Qualification (C.A. with CISA/ DISA)	CA Membership Number (if Applicable)	Experience	Years With the Firm as on 31.03.2023	Remarks

Self-attested copies of certificates of CA membership & DISA/ CISA should be submitted.

ANNEXURE-XIII

PROFORMA FOR INTEGRITY PACT
(To be submitted on Letter Head of the Bidder)

To
The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank
NBCC Office Complex
Corporate Office
1st floor, Office Block-3 Plate-B,
East Kidwai Nagar,
New Delhi-110023.

Dear Sir,

Subject: Submission of Tender for the work: PSB/RFP/ACC/DT/01/2024 dated 04.03.2024.

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

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

I/ We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/ bid is finally accepted by Punjab & Sind Bank. I/ We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

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

Yours faithfully

Signature of the Authorized Signatory:

Name of the Authorized Signatory:

Designation:

Name of the organization:

ANNEXURE-XIV

PRE CONTRACT INTEGRITY PACT
(To be executed on stamp paper of Rs. 100)

(To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of Punjab & Sind Bank)

This Integrity Agreement is made at on this..... day of..... 20.....

BETWEEN

The Punjab & Sind Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 represented through Chief Financial Officer, HO Accounts & Audit Department, 1st floor, Office Plate-B, Block-3, East Kidwai Nagar, New Delhi-110023 (hereinafter referred as the Principal/ Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

M/s..... (Name and Address of the Individual/ firm/ LLP/ Company) through..... (hereinafter referred to as the (details of duly authorized signatory) "Bidder/ Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/ Owner has floated the RFP (RFP No. **PSB/RFP/ACC/DT/01/2024 dated 04.03.2024**) (hereinafter referred to as "Tender/ Bid") and intends to award, under laid down organizational procedure, contract for.....
(Name of work) hereinafter referred to as the "Contract".

AND WHEREAS the Principal/ Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender /Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Preamble

The Principal intends to award, under laid down organizational procedures, contract/ s for Appointment of Consultant for appointment of consultant for advisory and compliance services for Direct Tax. The Principal

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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 has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

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

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

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

(1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of an kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractors(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/ Contractors(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

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Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.

e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

(1) If the Principal has 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.

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

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

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

(3) The Principal will disqualify from the tender process all 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 Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor 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-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(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 of Punjab & Sind Bank and recuse himself /herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

Any violation of the same would entail disqualification of the bidders and exclusion from 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 of Punjab & Sind Bank.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

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

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

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty/ Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)
(Office Seal)

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

Place _____

Date _____

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

ANNEXURE–XV

UNDERTAKING

(To be submitted on Letter Head of the Bidder)

We (and our employees) shall not, unless Bank gives permission in writing, disclose any part or whole of this RFP document, of the proposal, and/ or contract, or any specification, plan, drawing, pattern, sample or information furnished by the Bank (including the users), in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/ or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees engaged by us will maintain strict confidentiality.

We (and our employees and agents) shall not without prior written consent from the Bank make use of any document or information given by the user, except for purposes of performing the contract award.

We shall ensure the compliance of the guidelines of Central Vigilance Commission.

In case of breach, the Bank may take such legal action as deemed fit.

Date: Signature of the Authorized Signatory:

Place: Name of the Authorized Signatory:

Designation:

Name of the organization:

ANNEXURE-XVI

AUTHORIZATION LETTER FORMAT
(To be submitted on Letter Head of the Bidder)

Place _____
Date _____

To
The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank
NBCC Office Complex
Corporate Office
1st floor, Office Block-3 Plate-B,
East Kidwai Nagar,
New Delhi-110023.

Sir/ Madam,

Subject: Authorization Letter for attending the Bid Opening

This has reference to your RFP for Appointment of Consultant for advisory and compliance services for Direct Tax in the Punjab & Sind Bank.

Mr./ Ms.....is hereby authorized to attend the Bid Opening of the above RFPDated.....onon behalf of our firm/ LLP.

The specimen signature is attested below:

(Name & Designation)
Specimen Signature of Representative

(Name & Designation)
Signature of Authorizing Authority

Authorized Representative shall bring the copy of authorization letter separately at the time of Technical & Commercial Bid Opening and Technical Presentation.

ANNEXURE-XVII

BIDDER'S KEY FINANCIAL DETAILS

(To be furnished on certifying Chartered Accountant's letter head)

(Amount in INR)			
FY	Net Worth	Turnover	Net Profit
2020-21			
2021-22			
2022-23			

Certificate from the CA

This is to certify that the above information relates to the..... (Name of the Bidder) are correct as per information available in the books of Firm/LLP.

Name of the firm:

Seal of the firm

UDIN

Firm Registration No.

Membership No.

Date:

Place:

ANNEXURE-XVIII

NON-DISCLOSURE AGREEMENT
(To be executed on stamp paper of Rs. 100)

THIS AGREEMENT (the "**Agreement**") is entered into on this ____ day of _____ 2024 by and between;

Punjab & Sind Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 having its Head Office and Corporate Office at Delhi represented byherein (hereinafter called **Disclosing Party or the "Bank"**), and with _____ and _____ address _____ at _____

(the "**Recipient**" or the "**Receiving Party**" or the "**Company**").

The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information

(a) For purposes of this Agreement, "**Confidential Information**" means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.

(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank;

-
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
 - (iii) Is or becomes publicly available through no fault of the Company;
 - (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
 - (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) Along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “**Representatives**”) who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (iv) not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives and any act of omission by any of its Representatives which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agrees that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives.

3. Use of Confidential Information

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term

This Agreement shall remain in effect for a *(* duration of the Original Agreement plus 10 years)* (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption, its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

8. Notice of Breach

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/ supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.

10. Warranty

Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavor to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party. Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement:

This Agreement shall be effective upon its execution by both the parties.

12. Miscellaneous

- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of law provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party. And

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any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.

h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

“Notwithstanding the foregoing, the Company may retain, subject to the terms of this Agreement and for professional archival purposes only, a copy of any proposal, presentation, progress review, report or other document furnished to the Principal by the Consultant, together with any working papers necessary to support its conclusions or recommendations.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of :-(Bank)	SIGNED for and on behalf of :-(Firm/ LLP)
Signature:	Signature:
Name:	Name:
Title: (Authorized Signatory)	Title: (Authorized Signatory)
Witness:	Witness:
Signature:	Signature:
Name:	Name:
Address:	Address:

ANNEXURE-XIX

FORMAT OF PERFORMANCE BANK GUARANTEE

(To be executed on stamp paper)

Tender Reference No: **PSB/RFP/ACC/DT/01/2024**

Date: _____

The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank,
NBCC Office Complex,
Corporate Office,
1st Floor, Office Plate-B, Block-3,
East Kidwai Nagar,
New Delhi-110 023

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated (hereinafter referred to as RFP, issued by Punjab & Sind Bank, Corporate Office, East Kidwai Nagar, New Delhi-23 in response of (Vendor/ Consultant), a company/ Firm/ LLP duly registered having its registered office at
has awarded the Contract valued Rs.....and
appointed.....as Consultant for advisory and compliance services for Direct Tax in Punjab & Sind Bank vide Appointment letter/ Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Agreement executed between the Bank and the Consultant dated

2. WHEREAS you have in terms of the said RFP/ Agreement called upon (Vendor/ Consultant to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said RFP/ Agreement entered/to be entered into in this behalf.

3. WHEREAS (Vendor/ Consultant) has approached us for issuing in your favour a performance Guarantee for the sum of Rs.....
(Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted underhaving its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on

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account of any breach or breaches on the part ofof any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part ofof their obligations or default in terms of the said RFP/ Agreement.

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

5. This Guarantee shall be valid up to plus 60 days of the claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against theand either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond (Date) unless expressly agreed to by us in writing.

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

8. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom time to time arising out of or in relation to the said appointment letter/ Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

9. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office/ Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.

10. This Guarantee shall not be affected by any change in the constitution of _____or nor shall it be affected by any change in your constitution or by any amalgamation or absorption

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thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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

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

13. We have the power to issue this Bank Guarantee in your Bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.

14. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc.).

15. Notwithstanding anything contained herein above:

i. Our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only)

ii. This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 60 days and including the date _____ and

iii. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2024.

Signature and Seal of Guarantors
Consultant's Bank

ANNEXURE-XX

SELF DECLARATION
(On the bidder's letter head)

To:
The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank,
NBCC Office Complex,
Corporate Office,
1st Floor, Office Plate-B, Block-3,
East Kidwai Nagar,
New Delhi-110 023

Subject: Appointment of Consultant for advisory and compliance services for Direct Tax in Punjab & Sind Bank.– Self Declaration

Dear Sir

To the best of our knowledge and belief, we (including our affiliates/ group companies/ member firms working under the common brand name) hereby declare that I/ we have neither failed to perform on any agreement during the last three years, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against me/ us, nor been expelled from any project or agreement nor had any agreement terminated for breach by me/ us.

Yours faithfully,

Date: Signature of the Authorized Signatory:

Place: Name of the Authorized Signatory:

Designation:

Name of the organization:

Annexure-XXI

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

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

To:

The Chief Financial Officer
HO Accounts & Audit Department
Punjab & Sind Bank,
NBCC Office Complex,
Corporate Office,
1st Floor, Office Plate-B, Block-3,
East Kidwai Nagar,
New Delhi-110 023

Sir,

We, M/s ----- are a private/public limited company/ LLP/ Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at ----- (referred to as the “Bidder”) are desirous of participating in the Tender Process in response to your captioned RFP and in this connection we hereby declare, confirm and agree as under:

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

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

Please strike off whichever is not applicable

1. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is not from such a country.”
2. “I/ we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ we certify that _____ is from

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such a country. I hereby certify that _____ fulfils all requirements in this regard and is eligible to be considered. [Valid registration by the Competent Authority is attached.]”

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

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

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

Dated at ___ day of _____ 2024.

Yours faithfully,

Signature of Authorized Signatory: Name of

Signatory:

Designation:

Seal of Bidder

List of documents enclosed:

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

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ANNEXURE-XXII

BIDDERS INFORMATION:

S. No.	Information	Particulars/ Response
1	Name of the Bidder Firm/ LLP	
2	Firm Registration No. allotted by ICAI	
3	Date of Incorporation of the Bidder Firm/ LLP	
4	Address of registered Office	
5	Email	
6	Contact Number (Telephone/ Mobile)	
7	Office address at Delhi/ NCR with date of establishment of office in Delhi/ NCR	
8	Details of branch offices in India with addresses	
9	No. of completed years for which practicing in India as on 31.03.2023	
10	Name/s of partners (membership certificates issued by ICAI should be enclosed)	Details as per Annexure XII
11	Name of Partners Stationed at Delhi/ NCR	
12	Person(s) proposed to be assigned for the services and his/their profiles	Details as per Annexure XI
13	Name, address and account number of the firm`s/ LLP banker(s) Account Number, Account Name, IFSC, Bank Name	
14	PAN of the firm/ LLP	
15	Goods & Service Tax Registration number of the firm/ LLP	
16	Number of Employees	
17	Number of C.A. Employees in the firm/ LLP (out of above)	Details as per Annexure XII
18	Number of Partners/ Employees who have done DISA/ CISA	Details as per Annexure XII
19	Net worth during last three financial years	Certificate of CA is enclosed as per Annexure-XVII
	2020-21	
	2021-22	
	2022-23	
20	Details of major assignments	
21	Any other information considered relevant	
22	Name, Designation, Telephone Number, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	
23	Specimen Full signature and Initials of Authorized Signatory	

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24	Whether Firm/ LLP has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
25	Any pending or past litigation (within three years)? If yes please give details	

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

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

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

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Seal of Firm/ LLP:

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CHECK – LIST FOR BID SUBMISSION

S. No.	Document	Attached with Bid (Y/N)	Page Numbers	
			From	To
1.	Letter of Consent (Annexure-I)			
2.	Undertaking from the Bidder (Annexure-II)			
3.	Bid Covering Letter format (Annexure-III)			
4.	Eligibility Criteria (Annexure-IV)			
5.	Parameters for Evaluation of Technical Bid (Annexure-V)			
6.	Compliance Statement (Annexure-VI)			
7.	Performance Certificate (Annexure VII)			
8.	Litigation Certificate (Annexure VIII)			
9.	Undertaking for Non Blacklisted (Annexure-IX)			
10.	Commercial Bid (Annexure-X)			
11.	Details of Persons who will form the team for the proposed assignment (Annexure-XI)			
12.	Details of Partners and C.A employees on Firm's payroll on letter head (Annexure-XII)			
13.	Performa for Integrity Pact (Annexure - XIII)			
14.	Pre Contract Integrity Pact (Annexure -XIV)			
15.	Undertaking from the Bidder's letter head (Annexure - XV)			
16.	Authorization Letter Format (Annexure – XVI) (Authorized Representative shall bring the copy of authorization letter separately at the time of Technical & Commercial Bid Opening and Technical Presentation.)			
17.	Bidder's Key Financial Details (Annexure - XVII)			
18.	Non-Disclosure Agreement (Annexure -XVIII)			
19.	Format of Performance Bank Guarantee (Annexure - XIX)			
20.	Self-Declaration (Annexure - XX)			
21.	Declaration/ Undertaking from bidder regarding applicability of restrictions on procurement from a bidder of a country which shares a land border with India as per the order no. 6/18/2019-PPD dated 23rd July 2020 issued by Ministry of Finance Department of Expenditure (Annexure - XXI)			
22.	Bidder's Information (Annexure - XXII)			
23.	Check-list for Bid Submission			
24.	DD of Rs. 2,360/- including GST at applicable			

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	rate payable to Punjab & Sind Bank (Please mention the tender name with year and company/ organization name at the back of DD)			
25.	Signed Copy of RFP			
26.	Any other document			
27.	Terms and Conditions (Annexure A)			