



पंजाब नैश्नल बैंक ...भरोसे का प्रतीक !  punjab national bank ...the name you can BANK upon !

(A Govt. of India Undertaking)  
GENERAL SERVICES ADMINISTRATION DIVISION  
HEAD OFFICE: Plot No.4, SECTOR 10, DWARKA, NEW DELHI – 110075

**REQUEST FOR PROPOSAL (RFP)**

**FOR APPOINTMENT & EMAPANELMENT OF CONSULTANT FOR SALE OF BANK OWNED PROPERTIES**

**REFERENCE NUMBER: GSADHO/2020-10**

**SALE OF PROPERTIES/DATED 02.11.2020**

This document is meant for the exclusive purpose of Bidding as per the Specification, Terms, Condition and Scope indicated herein, and it shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.

## Contents

DATE OF EVENTS .....	4
INTRODUCTION.....	6
PURPOSE/OBJECTIVE:- .....	6
DEFINITIONS .....	6
A. PROPOSAL : .....	7
B. ELIGIBILITY CRITERIA .....	8
B.i Instructions to Bidders: .....	9
B.ii ERRORS AND OMISSIONS: .....	10
B.iii PRE-CONTRACT INTEGRITY PACT:- .....	11
B.iv MANDATORY REQUIREMENTS:- .....	11
C. CONFIDENTIALITY: .....	11
D. DAMAGES – .....	12
E. DISCLAIMER: .....	12
F. NO RELATIONSHIP: .....	13
G. EVALUATION OF OFFERS:.....	13
H.....	13
EVALUATION CRITERIA FOR EMPANELMENT.....	13
I. OTHER INSTRUCTIONS .....	14
J. ACCEPTANCE OF TERMS:.....	15
K.....	15
PROCEDURE TO APPLY.....	15
L. ROLE & RESPONSIBILITIES OF THE CONSULTANT:- .....	17
M.....	17
CONFLICT OF INTEREST .....	17
N. APPLICATION FEE.....	18
O. VALIDITY PERIOD OF THE PROPOSAL.....	18
P. MISCELLANEOUS TERMS & CONDITIONS.....	18
Q. FINAL DECISION MAKING AUTHORITY:.....	19
R. CANCELLATION OF EMPANELMENT:.....	19
T. PRE-BID MEETING .....	20
U. ASSIGNMENT.....	20
W) LANGUAGE.....	21

<b>PART B: FOR INFORMATION ONLY</b> .....	22
<b>A-1. POST EMPANELMENT:</b> .....	22
<b>A-2 Publicity:</b> .....	23
<b>A-3 COMPONENTS OF FINANCIAL BID:-</b> .....	23
<b>A-4 FEES PAYABLE AND OTHER CHARGES:-</b> .....	24
<b>A-5 FEE STRUCTURE:-</b> .....	25
<b>A-6 MISCELLANEOUS TERMS &amp; CONDITIONS:-</b> .....	25
<b>A-76</b> .....	25
<b>SET OFF :-</b> .....	25
<b>A-8 LIABILITY:-</b> .....	25
<b>A-9 CONTACTING PUNJAB NATIONAL BANK :-</b> .....	26
<b>A-10 GOVERNING LAW:-</b> .....	26
<b>A-12 PRINCIPAL TO PRINCIPAL RELATIONSHIP:-</b> .....	26
<b>A-13 SEVERABILITY:-</b> .....	27
<b>A-14 NON EXCLUSIVITY:-</b> .....	27
<b>A-15 DISPUTES RESOLUTION:-</b> .....	27
<b>Application Form Application Form</b> .....	29
<b>Financial Proposal Format</b> .....	34
<b>Letter of Transmittal</b> .....	35
<b>Affidavit</b> .....	36
<b>INTEGRITY PACT</b> .....	37
<b>Integrity Agreement</b> .....	38

**DATE OF EVENTS**

1.	<b>Tender Reference</b>	RFP Reference No. GSAD/SALE/RFP/2020-21/01
2.	<b>Name of Division</b>	GENERAL SERVICES ADMINISTRATION DEPARTMENT
3.	<b>Purpose</b>	Empanelment of consultant for sale of Bank owned properties
4.	<b>Persons to be contacted</b>	Sh. D Sahoo, Dy. General Manager Sh. Sameer Monga, Chief Manager
5.	<b>Contact Details</b>	<b>Contact No.:</b> – 011- 28044405; 28073005; 28072005 <b>Email Id–</b> <a href="mailto:property@pnb.co.in">property@pnb.co.in</a> <b>Address:</b> Punjab National Bank, Head Office, GSAD, Plot No. 4, Sector 10, Dwarka, New Delhi – 110075
6.	<b>Date of Issue of RFP</b>	<b>02.11.2020</b>
7.	<b>Last date &amp; Time of Pre-Bid queries, if any</b>	<b>21.11.2020 upto 1400 Hrs</b>
8.	<b>Pre-Bid Meeting Date / Time</b>	<b>21.11.2020 at 1500 Hrs</b>
9.	<b>Last date and time for Hash submission</b>	<b>28.11.2020</b>
10.	<b>Last date for online bid submission / Bid Re-encryption</b>	<b>01.12.2020</b>
11.	<b>Last date and time for submission of documents including technical proposal</b>	<b>01.12.2020 upto 15:00 Hrs</b> Venue: - Punjab National Bank General Services Administration Division Plot No 4, Sector10 Dwarka, New Delhi -110075 ❖ Representatives of interested parties may be present, if they so choose, during opening of the Technical Proposal. If the Technical proposer/s are found eligible in technical evaluation, the property wise Financial proposal will be called for. The proposal will be opened even in the absence of any or all of the proposers' representatives.
12.	<b>Date and time of Presentation by the bidders</b>	Will be communicated separately.

13.	<b>Place for submission of Technical Bids</b>	'Tender Box' General Services Administration Department, East Wing, Punjab National Bank, Head Office, Plot No. 4, Sector 10, Dwarka, New Delhi – 110075
14.	<b>Application Fee</b>	<b>Rs.10,000/- + 18% GST (Non-refundable)</b> should be submitted in favour of Punjab National Bank before last date of bid submission.
15.	<b>Earnest Money Deposit</b>	Interested bidders shall deposit the EMD of Rs. One lakh by way of Demand Draft favoring “Punjab National Bank” or through NEFT/RTGS to the following Account – PUNJAB NATIONAL BANK, Account No 1988002100141010 (IFSC Code PUNB0976200). The draft should not be of a Cooperative-Bank. No interest shall be paid on Earnest Money Deposit and bid amount.
16.	<b>Place, Date and time of opening of Bids</b>	<b>Technical Bids will be opened on 01.12.2020 at 15:30 Hrs</b> at Punjab National Bank, Head Office, Plot No. 4, Sector 10, Dwarka, New Delhi – 110075
17.	<b>Last date for submission of online Financial Bids</b>	<b>The Date, Time and Place of opening of Financial Bids will be informed subsequently.</b>

## **INTRODUCTION**

Punjab National Bank (PNB) a Public Sector Bank, constituted under the Banking Companies (Acquisition & Transfer of Undertaking) Act 1970, commenced its operations on April 12, 1895 to undertake Banking activities. The Bank enjoys strong fundamentals, large franchise value and good brand image.

The Bank owns various properties situated at various places. Bank has decided to sell some of identified properties through public auction (E-auction only @ <https://etender.pnbnet.in>) and for this purpose Bank is desirous of appointing consultant/s with a view to conduct the entire sale process, completion of related documentations including mutations and Registration etc.

<b>Name of Work</b>	<b>Sale of banks owned Non-Core Assets- (Immovable Properties)</b>
Category A	Above Rs.25 Crore and upto 150 Crores
Category B	Above Rs.150 Crore

### **PURPOSE/OBJECTIVE:-**

**Bank invites application from Central/State Govt./PSU agencies/ companies for empanelment of Specialized agencies (Consultants) for rendering their services for selling of Bank's Non-Core Assets i.e. immovable properties (Land and Building) on Pan India basis. The firms would be empanelled for a period of Three Years subject to annual review based on the performance.**

The purpose of RFP is to solicit proposals from qualified consultants for empanelment.

The immovable properties to be sold on '**AS IS WHERE IS**' & '**AS IS WHAT IS**' basis.

Therefore, interested parties are requested to carefully go through the eligibility criteria and task to be done and other terms and conditions as enumerated herein below, before submission of proposals.

### **DEFINITIONS**

- a. Bank means **Punjab National Bank**, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act V of 1970 having its Head office at Plot No.4, Sector 10, Dwarka, New Delhi-110075 (herein after called "**Bank**" which expression shall unless it be repugnant to be context thereof include its successor and assigns)
- b. "Proposer means Central/State Govt./PSU agencies and companies registered under Companies Act, 1956 / 2013 combination of any/all of these and/or constituted under the special Acts, who is submitting its proposal in response to this RFP for providing services to BANK.

- c. "Personnel/Professional" means full time staff on the pay roll of the proposer.
- d. "Proposal"/ "Bid" means the Technical proposal and Financial Bid in response to this RFP submitted by a proposer.
- e. "RFP" means this "Request For Proposal" prepared by BANK for the selection of consultants including any subsequent clarification, amendment, modifications, corrigendum issued by the Bank thereto.
- f. "Contract" means the contract to be signed between the Bank and the selected proposer in accordance with a format approved/ provided by the Bank and all the attached documents and the appendices, thereto.
- g. "Day" means calendar day.
- h. "Parties"-Party or Parties means BANK or proposer/Selected proposer /Consultant or both as the case may be.
- i. "Job / task" means the work to be performed by the consultant/ proposer pursuant to the contract.
- j. "Confidential Information" means as used herein shall mean non-public information that disclosing party designates as confidential, or that, under the circumstances surrounding disclosure, ought to be treated as confidential. It includes all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, information, data, computer database, trade secrets, and other confidential information and materials of the Disclosing Party, its customers, card subscribers / bonafide users / members, or other persons or entities, affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed as a result of this Agreement

## **A. PROPOSAL :**

1.1 Applicant can submit proposal for being considered in Category A as well in category B.

1.2 Related Parties –

1.2.1 In the following circumstances Bank will have discretion to reject the Proposal/response or accept the Proposal/ response with some conditions stipulated by bank.

- a) Proposal/Response submitted by holding company and its subsidiary
- b) Proposal/Responses submitted by two or more companies having common director/s
- c) Proposal/Responses submitted by two or more companies having the same group of promoters / management

d) Any other proposal/ response in the sole discretion of the bank are in the nature of multiple bids.

1.2.2 Applicant submitting the proposal must comply with all the above mentioned criteria. Non-compliance of any of the criteria will entail rejection of the offer summarily. Self-Attested true photocopies of relevant documents / certificates should be submitted as proof in support of the claims made. The Bank reserves the right to verify / evaluate the claims made by the Applicant/s independently.

1.3 The proposal, correspondence and communication for the process would be in Hindi or English only. No other languages, vernacular versions or translations / transliterations are permitted. The proposals which are not in said languages shall be rejected.

1.4 The proposal will be the basis for a formally signed contract with the selected Applicant.

1.5 Applicants shall bear all costs associated with the preparation and submission of their proposals. Bank is not bound to accept any or all proposals, and reserves the right to annul the selection process without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. Bank also reserves the right to re-issue the RFP, if the Bank decides so.

1.6 PNB may in its absolute discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. PNB also reserves the right to reject all or any Applicant (ies) without assigning any reasons, whatsoever.

## **B. ELIGIBILITY CRITERIA**

Following are the eligibility criteria for submitting the proposal:-

- 1) The proposer should be Central/State Govt./PSU consultant/ company registered under Companies Act, 1956 / 2013 and/or constituted under the special Acts
- 2) Proposer should have experience and competence to carry out auction process of any immovable property during last 5 years as under:-

**Category A-** The proposer must have successfully completed at least one successful single auction of reserve price of minimum Rs.20 crores.

**Category B-** The proposer must have successfully completed at least one successful single auction of reserve price above Rs.120 crores.

*NOTE: The value of executed job shall be brought to current costing level by increasing the actual value of work at simple enhancement rate of 7% per annum, calculated from date of completion to the last date of submission/ uploading proposal for empanelment.*

- 3) **The proposer should have earned profit in the last three financial years.**

- 4) The Consultant must not be prohibited from undertaking the proposed activities by any Central /state government or PSU/agency.;
- 5) Proposer should have all the requisite permissions, licenses, authority and otherwise be competent to carry out such transactions and should have all the requisite PAN No, TIN No, GST No. as applicable.
- 6) Proposer shall not charge any fee / brokerage / any form of service charge from bidders / prospective purchasers. An undertaking in this regard has to be furnished by the proposer.
- 7) Multiple companies of the same group cannot be clubbed together for purpose of qualification. Each subsidiary will be considered as different and separate entity.
- 8) The proposer should not have been declared insolvent or no insolvency proceedings should be going on in any court of Law as on date of submission of financial proposal and during the currency of the contract.
- 9) Proposer should not be a defaulter of any Bank, Financial Institution or any NBFC.
- 10) Proposer should not have been punished for any criminal act by any court.
- 11) The proposer should not have been suspended/delisted/blacklisted by any other Govt. Ministry/ Deptt. / PSU/SEBI/ RBI/ Autonomous Body/ Financial Institution/ Court etc.
- 12) The Bank reserves the right to reduce the above criterion in eligible cases at its sole discretion and without further notice.

**B.i Instructions to Bidders:**

Applications which are incomplete, mutilated, illegible, received after the prescribed date and from ineligible Consultant will not be considered. Consultant should satisfy themselves about their eligibility before applying

1. The applicant may request a clarification on any clause of the RFP documents between \_\_\_\_\_ to \_\_\_\_\_ - Time: 10.00 AM TO 5.00P.M. Any request for clarification must be sent by-mail at [hogad@pnb.co.in](mailto:hogad@pnb.co.in). BANK will respond by e-mail.
2. At any time prior to the deadline for submission of proposal, BANK may modify the bidding document/RFP including but not limited to eligibility criteria, application fee, time schedule, date of events by amendment at its sole discretion. Any clarification issued by BANK will be in the form of an amendment / addendum / corrigendum and will be available in BANK's website [www.pnbindia.in](http://www.pnbindia.in) and shall not be published. The amendment will be binding on all proposers. BANK, at its sole discretion may extend the deadline for submission of proposals.. Interested applicants are advised to frequently visit the website for updating themselves about changes, if any, made in the RFP before the bid submission date.
3. The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy and financial bids in only online form through Bank's e-procurement system.
4. Technical Bids will be opened online as well as in physical form and the financial bids will be opened only in the online mode.

5. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
6. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011- 28044405, 28072005, 28073005 or email us at [property@pnb.co.in](mailto:property@pnb.co.in)
7. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
8. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Bidders are advised to follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011- 28044405, 28072005, 28073005 or email us at [property@pnb.co.in](mailto:property@pnb.co.in)
9. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hard copy of Technical bid.
10. Bidders should submit technical bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
11. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
12. If Bidders have any queries, they may call us at Helpdesk Telephone No 011- 28044405, 28072005, 28073005 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

**B.ii ERRORS AND OMISSIONS:**

Each Applicant should notify the Bank of any error, fault, omission, or discrepancy found in this RFP document but not later than five business days prior to the due date for lodgment of Response to RFP.

**B.iii PRE-CONTRACT INTEGRITY PACT:-**

A “Pre-Contract Integrity Pact” would be signed between PNB and the Bidder which is an integral part of tender/bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This is a binding agreement between PNB and Bidders. Under this Pact, the Bidders agree with PNB to carry out the assignment in a specified manner.

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

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

In this regard, PNB has appointed

- I. Sh R K Singh E-mail: [mrrajksingh@gmail.com](mailto:mrrajksingh@gmail.com) (Mobile: 81414 88880)

as Independent External Monitor (IEM) for the Integrity Pact.

**B.iv MANDATORY REQUIREMENTS:-**

1. The applicant should be Central/State Govt./PSU consultant/ company registered under Companies Act, 1956 / 2013 and/or constituted under the special Acts.
2. Authenticated copy of the address proof of the place of business (Documents:- Self attested).
3. The applicant should have never been black-listed / debarred by any Government / Public Sector organization/regulator (Self Declaration).
4. Valid registration number issued by Income Tax Authorities.
5. Details of GST Number.
6. Application Fee
7. Must have Local office at Delhi & NCR.
8. Earnest Money Deposit (EMD)

**C. CONFIDENTIALITY:**

This RFP document is confidential and is not to be disclosed, reproduced, transmitted, or made available by the Recipient to any other person. The Bank may update or revise the RFP document or any part of it. The Recipient accepts that any such revised or amended document will be subject to the same obligation of confidentiality. The Consultant/s will be held responsible for any misuse of information contained in the document, and are liable to be prosecuted by the Bank in the event that such a circumstance is brought to the notice of the Bank. By downloading the document, the interested party is subject to the confidentiality clauses.

**D. DAMAGES –**

(a) Bidder acknowledge that the Confidential Information coming to its knowledge may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, bidder shall use the Confidential Information in a manner that will not jeopardise or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.

(b) The provisions of this Agreement are necessary for the protection of the business goodwill of the bank and are considered by the parties to be reasonable for such purposes. Bidder agrees that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

(c) Bidder agrees to indemnify the other against loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

(e) No failure or delay by Bank in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

**E. DISCLAIMER:**

This tender/ RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful vendor as identified by the Bank, after completion of the selection process as detailed in this document. Subject to any law to the contrary, and to the maximum extent permitted by law, Bank and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities expenses or disbursements incurred therein or incidental thereto) or damage (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the Losses arises in connection with any ignorance, negligence, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Bank or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

This document is meant to provide information only and upon the express understanding that the recipients will use it only for the purpose set out herein.

The Bank reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process prior to deadline for submission of Bids, without assigning any reason whatsoever. Notification of amendments will be made available on the Bank's website at ([www.pnbindia.in](http://www.pnbindia.in)) as well as e-tender site (<https://etender.pnbnnet.in/login>) and will be binding on all Bidders. No separate communication will be issued in this regard.

While this document has been prepared in good faith, neither the Bank nor any of its officers or employees make any representation or warranty or shall have any responsibility whatsoever in respect of this document. Any liability is accordingly and expressly disclaimed.

This document constitutes no form of commitment on the part of the Bank.

**F. NO RELATIONSHIP:**

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

**G. EVALUATION OF OFFERS:**

Each Recipient acknowledges and accepts that PUNJAB NATIONAL BANK may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of Property/Real estate Consultant/s for Monetization of Bank's Premises, not limited to those selection criteria set out in this RFP document.

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

**H. EVALUATION CRITERIA FOR EMPANELMENT**

1. For the purpose of empanelment, applicants will be evaluated on the basis of eligibility criteria.
2. Even though an applicant may satisfy the above requirements, he would be liable to disqualification if he has:
  - a. Record of poor performance such as abandoning work, not properly completing the contract, delay in completion of works, or financial failures / weaknesses etc.
  - b. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the empanelment documents.

- c. Any information furnished by the applicant found to be incorrect either immediately or at a later date, would render him liable to be debarred from taking up of work in Punjab National bank.
3. Empanelment communication would be sent to only those successful applicants who meet the qualifying criteria as approved by the bank. No correspondence will be done by the bank with unsuccessful applicants.

#### **I. OTHER INSTRUCTIONS**

1. The proposal as well as all related correspondence exchanged by the applicant with BANK shall be written in the Hindi or English language. Applicant who fulfill the eligibility criteria should send their proposal (both Technical Proposal and Financial Proposal) as per manner set out below to:-  
The Chief Manager, GSAD, PNB Head Office, 1<sup>st</sup> Floor, East wing, Plot no 4, Sector 10, Dwarka, New Delhi, 110075. Phone no. 011-28044405, Ext. No. 3005.
2. The name of the assignment/job/task shall be 'Sale of Bank owned properties'.
3. The Proposal to be submitted in sealed envelopes super scribing:-  
"TECHNICAL PROPOSAL FOR ENGAGEMENT OF CONSULTANT FOR SALE OF BANK OWNED PROPERTIES" on top of the envelope containing Technical proposal.
4. The proposal is required to be submitted in the format as per Annexure- A together with other supporting documents. The Demand Draft for application fee (Non- refundable) of INR 10,000/- should also be kept in the envelope containing the technical proposal.
5. The shortlisted applicants, who would qualify as per the eligibility criteria would be informed by the Bank through e-mail, therefore, applicant must have a valid e-mail Id. Subsequently, these short listed applicants would be invited for presentation to the BANK, if need be and at sole discretion of the BANK.
6. The Applicant shall be responsible for all costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Bank/selling property etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.
7. The selected consultant will be associated with the Bank till the completion of sale process of the successful bid process or 12 months whichever is earlier.
8. BANK reserves the right to reject any or all of the responses to this RFP without assigning any reason thereof.
9. The proposal will be the basis of contract to be signed with the selected Proposer. The contract shall be finalized within the validity period of the proposal.
10. 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.
11. The Bidder/Service provider will be empanelled based on their technical expertise and after empanelment financial bids shall be invited from empanelled proposer based on lowest charges amongst empanelled agencies based on standard bid document to be invited after this empanelment process.

12. Only those Central / State Govt. / PSU / company bidder, who meet with the eligibility criteria, need to apply.
13. For any further information or clarification, applicant/bidder may contact Chief Manager, GSAD, PNB Head Office, 1<sup>st</sup> Floor, East wing, Plot no 4, Sector 10 Dwarka, New Delhi, 110075. Phone no. 011-28044405, Ext. No. 3005
14. Bank shall not be responsible for any cost or expenses incurred by the applicant/consultant in connection with the preparation and submission of proposal of empanelment, including presentations and site visit etc.
16. Bank reserves the right to reject any or all proposal of empanelment or cancel the process prior to finalization of empanelment at any stage without assigning any reason whatsoever.
17. The particulars of the work given in this document are provisional and are liable to change as required by the Bank.

**J. ACCEPTANCE OF TERMS:**

A Recipient will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this document.

**K. PROCEDURE TO APPLY**

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in/login> to the Bank by using their digital certificates of class II and above (both encryption and signing). All the interested bidders should register themselves in the e-procurement system <https://etender.pnbnet.in/login> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's website [www.pnbindia.in](http://www.pnbindia.in) Bids received after closing of the bid in the e-procurement system shall be summarily rejected without assigning any reason.

**In addition to online submission of Bids,** Proposer are required to apply in prescribed form attached herewith and shall have to submit along with the applications self-attested copies of following documents -

- 1) In case of Body Corporate, a resolution duly signed by the authorized persons of that Body Corporate authorizing therein a person to submit and sign the application. And Certificate of incorporation, Copy of Articles and Memorandum of Association etc., as applicable. In case of Articles/Memorandum of Association, the Scope must indicate consultant for sale of properties as business of the firm / company.
- 2) An affidavit confirming therein that proposer
  - a. has not been declared insolvent and no insolvency proceedings is going on in any court of Law as on date,
  - b. has not been a defaulter of any Bank, Financial Institution or any NBFC
  - c. has not been punished for any criminal act by any court.

- d. shall not charge any fee / brokerage / any form of service charge from bidders / prospective purchasers.
  - e. has not been suspended/delisted/blacklisted by any other Govt. Ministry/ Deptt. / PSU/SEBI/ Autonomous Body/ Financial Institution/ Court etc.
- 3) Income Tax (IT) Return for last Three Years,
  - 4) APPLICATION FEE in shape of Demand Draft as mentioned in para "O" herein below.
  - 5) Eligibility documents as listed at B-1 to B-11 above
  - 6) Proof of Hash Submission
  - 7) Authority letter in favour of person signing the bid document.
- 8) All pages of this RFP duly stamped and signed by Authorized Signatory of the Bidder.

The Bidders have to enclose following documents in support of above said eligibility criteria along with their proposal:-

- a. Copies of satisfactory completion certificate(s) mentioning the completion date, value of properties sold with details of each property sold from the clients.
- b. Other relevant /supporting documents like Audited Balance Sheet & PL account for the last 3 financial years.
- c. The interested Bidders are also required to furnish the following documents along with "Proposal for empanelment":
  - i. Profile of the Consultant organization containing Constitution of the Organization/Memorandum of Association/Article of Association/Certificate of Incorporation etc. & Year of incorporation along with PAN No. & GST No. as per enclosed format.
  - ii. List of jobs carried out for the last Ten years indicating name of the Organization for whom job done along with value of job and completion time (stipulated and actual).
  - iii. List of jobs in hand indicating the name of the Organizations for whom the job is being executed along with value of job.
- d. However, Bidder shall be bound to submit any additional document/information as required by Bank to ascertain compliance of eligibility criteria by the bidder within 3 days of receiving intimation to submit such additional documents/information.

No proposal will be entertained after the appointed time and date. The proposals received after the appointed time and date will be rejected.

In case the Bank extends the scheduled date of submission of the Proposal, the proposals shall be submitted within the extended date. All rights and obligations of the Bank and the Bidders will remain the same.

**L. ROLE & RESPONSIBILITIES OF THE CONSULTANT:-**

Sale of IPs involving proper, transparent tendering process etc. Moreover Sale process of all properties needs to be managed in a systematic and in a transparent manner as per CVC /Bank/ RBI/ Government of India guidelines. The main jobs of the consultant will be:

- I. Preparations of the bid documents for sale of IP in consultation with Bank.
- II. To provide guidance, support, advice, consultancy to the Bank for sale of these properties.
- III. To propagate, market and undertake advertisement activities about the sale of properties.
- IV. Brief and meet prospective purchasers of properties and resolve their queries.
- V. To arrange for inspection of the property and documents by prospective purchasers.
- VI. Scrutiny of bids received and preparing comparative study and short listing of eligible bidders.
- VII. Ensuring the realization of sale proceeds by Bank.
- VIII. Preparation of draft Sale deed in consultation with bank.
- IX. Facilitation of Sale/transfer documents after getting approval from the Bank.
- X. Completion of all legal formalities for transfer of title/rights of Bank.
- XI. Handling of complaint, litigations etc. related to Sale of assets, if any.
- XII. Any other activity for the smooth completion of the sale process of IP or/ and related to the completion of sale.
- XIII. To ensure smooth execution of all the conveyance deeds.
- XIV. To help and extend all necessary support for mutation of name of the purchaser in all the revenue records and records of the local bodies and other authorities in accordance with the applicable law.

**M. CONFLICT OF INTEREST**

1. BANK requires that the selected proposer provide professional, objective, and impartial advice, and at all times hold 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 BANK.
2. 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:
3. **Conflicting assignment/job:** The proposer (including its personnel) or any of its affiliates and member firms shall not be hired for any assignment/job/task that, by its nature, may be in conflict with another assignment /job/task of consultancy to be executed for the same and/or for another employer.
4. **Conflicting relationships:** The proposer (including its personnel) having a business or family relationship with a member of BANK's staff who is directly or indirectly involved in any part of
  - a. The preparation of the terms of reference of the assignment/job,
  - b. The selection process for such assignment/job/task, or

- c. 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 BANK throughout the selection process and the execution of the contract

#### **N. APPLICATION FEE**

1. The proposer shall submit the application fee (Non-refundable) of INR 10,000/- (Rupees Ten Thousand only) by way of Demand draft favoring “PUNJAB NATIONAL BANK” payable at NEW DELHI.

Application Fee should be kept in the envelope containing Technical Proposal. Any Technical Proposal envelope not accompanied by the requisite fee shall be treated as non-responsive and is liable to be rejected.

#### **O. BID EARNEST MONEY**

Bidder (except Govt./ PSU bidder) has to submit the Bid Earnest Money (EMD) of **Rs.1,00,000/- (Rupees One Lakh)** which should be submitted in the form of online deposit or Bank Guarantee (BG) favoring **PUNJAB NATIONAL BANK, General Services Administration Division, New Delhi** and filling all the details as per specified **Annexure-I**. The BG should have a validity of 12 Months from the date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months – 12 months, if required by the Bank. The BG should be submitted at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned either on completion of tender process or within one month of disqualification of the bidder, as per Bank's discretion. No interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

#### **P. VALIDITY PERIOD OF THE PROPOSAL**

The RFP responses must remain valid and open for evaluation according to their terms for a period of at least 12 months from the RFP opening date.

#### **Q. MISCELLANEOUS TERMS & CONDITIONS**

1. Until a formal contract is prepared and executed, this RFP together with Bank's written acceptance and notification of award shall constitute a binding contract with the successful bidder.
2. Bank is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
3. The Bank also reserves the right to alter/ modify any/ some/ all of the requirements including changes in time lines stipulated herein above, as it may deem necessary, and notify the same on its website [www.pnbindia.in](http://www.pnbindia.in) before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

4. Proposals not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time to seek more information/clarification on bids or to waive any of the requirements of the RFP, if in the sole discretion of BANK; the best interests of BANK would be served by such actions.
5. BANK shall have the right to cancel the RFP process at any time prior to award of contract, with-out thereby incurring any liabilities to the affected Applicant(s). Reasons for cancellation, as determined by BANK, in its sole discretion, may include but are not limited to, the following:
  - a. Services contemplated are no longer required;
  - b. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments;
  - c. Fees are unacceptable to the Work;
  - d. The Project is not in the best interests of the Bank;
  - e. Any other reason.
6. BANK reserves the right to verify the validity of proposal information and to reject any proposal where the contents appear to be incorrect, inaccurate or inappropriate at any time during the process of RFP or even after award of contract.
7. All pages of RFP should be sealed and signed by Authorized Signatory of the Applicant and to be submitted with the proposal.
8. Bank may choose to take an undertaking from employees of the consultant to maintain confidentiality of the Bank's information/documents etc. Bank may seek details/confirmation on background verification of consultant's employees, worked/working on Bank's project as may have been undertaken / executed by the consultant. Consultant should be agreeable for any such undertaking/verification.
9. The proposals and related Annexure should be signed by the authorized representative(s) of the applicant. The executants' authority to represent the applicant and bid the RFP must be confirmed by a written authority letter issued by the Competent Authority of the applicant accompanying the proposal.
10. The Empanelment will be valid for a period of three years from the date of Empanelment subject to annual review based on the performance. Consultant has to submit the following details along with the proposal of empanelment: The details of experience in carrying out job in the past Ten years as on 1<sup>st</sup> April 2020.
11. Upon receipt of the proposal of empanelment, the same will be scrutinized and evaluated by the Bank in terms of eligibility criteria. Mere empanelment shall not entitle the consultant the right to assignment of work. During Empanelment process and evaluation of the proposals, Bank may at its discretion, ask the applicant/consultant for clarifications on their proposals. If need be the applicant/consultant may be invited to make presentation before the selection committee.

**R. FINAL DECISION MAKING AUTHORITY:**

Bank reserve the right to modify the eligibility criteria, to decide on cut-off date of implementation, to accept or reject any application, to annul the Empanelment process, to reject all applications, without assigning any reason or incurring any liability to the applicants.

**S. CANCELLATION OF EMPANELMENT:**

The empanelment of consultant shall be cancelled by the Bank in case of their unsatisfactory performance, abandoning of the allotted work, and abnormal delay in

completion of work, bankruptcy and for activities detrimental to the interest of Bank. The decision of Bank in this regard shall be final and binding on the consultant. **Such empanelment can be cancelled by giving a notice of 21 days in writing.**

#### **T. TERMINATION:**

- a. Bank shall have option to terminate / cancel this RFP at any stage without any prior notice. In the following events, Bank shall terminate this assignment or cancel any particular order if Vendor:
- b. Breaches any of its obligations set forth in this assignment or any subsequent agreement and Such breach is not cured within thirty (30) Working Days after Bank gives written notice; or
- c. Failure by bidder to provide Bank, within thirty (30) Working Days, with reasonable plan to cure such breach, which is acceptable to the Bank Or
- d. The progress regarding execution of the contract/ services rendered by the agency/bidder is not as per the prescribed time line, and found to be unsatisfactory.
- e. Delay in delivery / commissioning of services.
- f. This RFP or subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:
- g. 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;
- h. 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;
- i. 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
- j. The other Party becomes the subject of a court order for its winding up.
- k. Notwithstanding the above, in case of change of policy or any unavoidable circumstances, Bank reserve the right to terminate this assignment or any subsequent agreement and / or any particular order, in whole or in part by giving Vendor at least 30 days prior notice in writing.

#### **U. PRE-BID MEETING**

For the purpose of clarification of doubts of the Bidders on issues related to this tender/RFP, PNB intends to hold a Pre-Bid meeting on the date and time as indicated above. The queries of all the Bidders, in writing, should reach by e-mail or by post, one day before pre bid meeting on the address as mentioned above. It may be noted that no queries of any Bidder shall be entertained received after the Pre-Bid meeting. Clarifications on queries will be given in the Pre-Bid meeting. Only the authorized representatives of the bidders, will be allowed to attend the Pre-Bid meeting.

#### **V. ASSIGNMENT**

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

**W) LANGUAGE**

The RFP response prepared by the Consultant/s, as well as all correspondence and documents relating to the RFP exchanged by the Consultant/s and PUNJAB NATIONAL BANK and supporting documents and printed literature shall be in the English language only. However, if response to RFP has been submitted in other language, the same should accompany English version also.

## **PART B: FOR INFORMATION ONLY**

### **A-1. POST EMPANELMENT:**

Bank will open online financial bid of technically qualified bidders only. The selection of requisite number of consultants will be the sole discretion of the Bank.

Initially, the financial bid will be valid up to 12 months. L-1 (Lowest) bidder will be declared as successful bidder and award letter for sale of particular immovable property shall be given to the successful bidder. After 12 months, the empanelled consultants will be invited to place financial bid again for the identified properties to be monetized.

For completion of sale, successful proposer will be given a total period of 120 days which can be extended for a further period of 60 days by the Bank in writing at its sole discretion.

- a.** The Empanelled organisation shall not affect any change in the constitution of the organisation without informing the Bank. Such proposal, if any shall be submitted in advance furnishing full details of the proposed change along with all supporting documents. Any change in the constitution of the organisation/ company without the prior approval of Bank may render the firm liable for removal from the approved list of empanelment. The discretion to allow / disallow the proposed change shall vest solely with Bank. In case, the original partners / constitution change by more than 50% either due to substitution or due to retirement or death of partner the enlistment of the firm by that name shall be cancelled.
- b.** In case of change in name of the Empanelled organisation without change of constitution the same shall be intimated along with proof of such change to Bank immediately but in no case later than 30 days from the date of such change occurs failing which the empanelment of the firm by that name shall be cancelled.
- c.** The Empanelled organisation shall be required to submit sealed bids against works on the Terms & Conditions to be issued by Bank on work to work basis.
- d.** The mode of submission for sealed application will be through manual tender. The Empanelled company is expected to participate in the tendering / quotation process initiated by our Bank from time to time in future and in case of non-participation in several consecutive tenders / quotations and quoting of higher exorbitant rates, not related with work may also render the Empanelled company ineligible for future tender / quotation process and the firm's name may be de-listed from approved panel.
- e.** Bank reserves the right to invite bids / tenders / sealed quotations from a firm empanelled in category with higher upper limit for a work that falls within the capacity of lower category of empanelment at its sole discretion.
- f.** The Consultant charges for the job as per the quoted percentage will be made after completion of sale process & receipt of sale proceeds by bank and 100% payment shall be released by the Bank on submission of bill/s. GST will be paid extra as applicable.

**A-2 Publicity:**

In connection with the transactions contemplated by this empanelment, each party agrees that it will not use other parties name, marks, symbols, or logos in any advertising promotional material, press release, publication, public announcement, or through other media, whether written or oral, without prior written consent of such other party.

**A-3 COMPONENTS OF FINANCIAL BID:-**

**1) PROCEDURE TO APPLY**

The FINACIAL proposal should be submitted Online only and should be as per **Annexure-B** and should clearly indicate the total fee expected for the job/task 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 Financial Proposal, the lower of the two shall prevail.

**2) VALIDITY PERIOD OF THE PROPOSAL:-**

The financial proposal shall remain valid up-to 12 months from the date of submission of proposal.

**3) OTHER TERMS AND CONDITIONS :-**

- a. The Empanelled Applicant should send their financial proposal on case to case basis in response of NIQ as per manner set out to:-  
***The Chief Manager, GSAD, PNB Head Office, 1<sup>st</sup> Floor, East wing, Plot no 4, Sector 10, Dwarka, New Delhi, 110075. Phone no. 011-28044405, Ext. No. 3005***
- b. The Financial proposal shall not be conditional one. Any such conditional proposal shall be liable for rejection.
- c. The selected consultant will be associated with the Bank till the completion of job/task as given above.
- d. BANK reserves the right to reject any or all of the responses to this RFP without assigning any reason.
- e. The proposal will be the basis of contract to be signed with the selected Proposer. The contract shall be finalized within the validity period of the proposal.
- f. 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.
- g. For any further information or clarification, applicant/bidder may contact:  
***The Chief Manager, GSAD, PNB Head Office, 1<sup>st</sup> Floor, East wing, Plot no 4, Sector 10 Dwarka, New Delhi, 110075. Phone no. 011-28044405, Ext. No. 3005.***

Bank shall not be responsible for any cost or expenses incurred by the applicant/consultant in connection with the preparation and submission of proposal of empanelment, including presentations and site visit etc.

- j. Bank reserves the right to reject any or all proposal of empanelment or cancel the process prior to finalization of empanelment at any stage without assigning any reason whatsoever.
- k. The particulars of the work given in this document are provisional and are liable to change as required by the Bank.

#### **I. PERFORMANCE BANK GUARANTEE**

The successful bidder (except Govt./ PSU bidder) has to submit the Performance Bank Guarantee (PBG), detailed as under:

- a) The Successful bidder will have to submit a Performance Bank Guarantee to the Bank for an amount of Rs.10,00,000/- (Rupees Twenty Five Lakh Only) valid for **12 months** within 30 working days of award of contract and should be extended for a period mutually agreed on extension of agreement.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution.
- d) In case bidder submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

#### **A-4 FEES PAYABLE AND OTHER CHARGES:-**

- a. Fee will be payable by bank in terms of Indian rupees. In case of unsuccessful auction, no fee will be paid.
- b. Fee will be subject to TDS & other applicable taxes in accordance of provisions of applicable law.
- c. The fee will be payable in two installments (70% & 30%) i.e. first at the time of finalization of the auction process i.e. receipt of entire sale consideration by the Bank and second at the time of the completion of all the documentation formalities including mutation in all the related records of local authorities / bodies / revenue records.
- d. The necessary statutory applicable deductions like TDS shall be made by the bank accordingly.
- e. Any duties, fee payable to government / semi government / local bodies will be paid / reimbursed by the Bank on actual basis.

#### **A-5 FEE STRUCTURE:-**

Fee will be payable to the consultant as under:-

- If Sale Price is 100% to 110% of Reserve Price = Fee as per financial bid.
- If Sale Price is above 110% to 150% of Reserve Price = Fee as per financial bid up to Reserve Price & 120% of eligible fee over & above the Reserve Price.
- If Sale Price is above 150% of Reserve Price = Fee as per financial bid up to Reserve Price & 150% of eligible fee over & above the Reserve Price.

**IN CASE OF UNSUCCESSFUL AUCTION, NO FEE WILL BE PAID.**

#### **A-6 MISCELLANEOUS TERMS & CONDITIONS:-**

- a) Until a formal contract is prepared and executed, this RFP together with Bank's written acceptance and notification of award shall constitute a binding contract with the successful bidder.
- b) Bank is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- c) The Bank also reserves the right to alter/ modify any/ some/ all of the requirements including changes in time lines stipulated herein above, as it may deem necessary, and notify the same on its website [www.pnbindia.in](http://www.pnbindia.in) before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- d) Proposals not conforming to the requirements of the RFP may not be considered by BANK. However, BANK reserves the right, at any time to seek more information/ clarification on bids or to waive any of the requirements of the RFP, if in the sole discretion of BANK; the best interests of BANK would be served by such actions.

#### **A-7 SET OFF:-**

Without prejudice to other rights and remedies available to Bank, Bank shall be entitled to earmark set-off or adjust any amounts due to PNB under any of the clauses of this agreement for delay, failure or non-performance of any condition, undertaking, and commitment or for breach of any terms of this agreement.

This clause shall override all other clauses of this document and shall also survive the termination.

#### **A-8 LIABILITY:-**

- a. All employees engaged by the applicant/bidder shall be in sole employment of the bidder and the bidder shall be solely responsible for their salaries, wages, statutory payments etc. That under no circumstances shall PNB be liable for any payment or claim or compensation (including but not limited to compensation on account of injury/death/termination) of any nature to the employees and personnel of the bidder.

- b. PNB shall not be held liable for and is absolved of any responsibility or claim/litigation arising out of the use of any third party services.
- c. Under no circumstances PNB shall be liable to the bidder for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of this Agreement, even if PNB has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business
- d. Subject to any law to the contrary, and to the maximum extent permitted by law neither party shall be liable to other for any consequential/ incidental, or indirect damages arising out of this agreement.

**A-9 CONTACTING PUNJAB NATIONAL BANK:-**

No bidder shall try to influence Punjab National Bank on any matter relating to their bid, from the time of the bid opening till the time the contract is awarded. Any effort by an agency to influence Punjab National Bank in bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**A-10 GOVERNING LAW:-**

This document and services hereunder shall be governed by and construed and enforced in accordance with the Laws of India and only the courts in New Delhi shall have exclusive jurisdiction for any dispute arising out of as in relation to this RFP.

**A-11 SERVICE LEVEL AGREEMENT / NON-DISCLOSURE AGREEMENT:-**

The selected bidder shall execute (a) empanelment agreement, which must include all the services and terms and conditions of the services to be extended as detailed herein, and as may be prescribed or recommended by the Bank and b) Non-Disclosure Agreement (NDA). The selected vendor shall execute the agreements with-in 15 days from the date of issuance of empanelment. Failure to sign the same would make their selection null and void.

**A-12 PRINCIPAL TO PRINCIPAL RELATIONSHIP:-**

The employees engaged & control by the successful bidder shall be deemed to be the employees of their company only, and the bank shall not be connected with the employment or the terms and conditions thereof in any way. The company alone would comply with the statutory obligations and Labor Regulations/Rules in this regard. None of the provisions of this RFP shall be deemed to constitute a partnership/joint venture between the Agency and Bank hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

#### **A-13 SEVERABILITY:-**

Any part, provision, representation or warranty/ covenants of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction as to execution of work/service providing shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty/ covenants of this Agreement shall deprive any party of the economic benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the economic effect of which is as close as possible to the economic effect of this Agreement without regard to such invalidity”.

#### **A-14 NON EXCLUSIVITY:-**

It is expressly agreed that the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. PNB reserves its right to appoint/engage one or more agency(ies) to provide like services concurrently during the currency of this Agreement.

#### **A-15 DISPUTES RESOLUTION:-**

All disputes and differences of any kind whatsoever between the parties, arising out of or in connection with this Agreement or in the discharge of any obligation arising under this agreement (whether during the course of execution of the order or after completion and whether beyond or after termination, abandonment or breach of the Agreement) shall be resolved amicably. In case of failure to resolve the disputes and differences amicably the matter may be referred to a sole arbitrator appointed by the bank after issue of at least 30 days' notice in writing to the other party clearly setting out there claim in the specific disputes.

b. The provisions of the Indian Arbitration and Conciliation Act, 1996, shall govern the arbitration. The venue of arbitration shall be New Delhi, INDIA.

c. The cost of arbitration shall be paid as provided in the arbitration decision. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement.

**A-16 FORCE MAJEURE:-**

Both the parties to the agreement shall not be responsible for delays or non-performance of any or all contractual obligations, caused by war, revolution, acts of state, insurrection, civil commotion, riots, mobilizations, strikes, blockage, acts of God, Plague or other epidemics, natural calamities, including but not limited to fire, flood, droughts, earthquake; acts of government or public enemy, accidents and disruptions, explosions, breakdown of essential machinery, equipment, transportation delays or any other event beyond the control of either party, which directly, materially and adversely affect the performance of any or all such contractual obligations (each a "Force Majeure Event"). The affected party's obligation to perform the relevant obligations under this Agreement shall (during the continuation of the Force Majeure Event) be read and construed as an obligation to perform such obligations to the best level reasonably achievable in the circumstances.

**Chief Manager  
General Services Administration Division  
Punjab national Bank  
Corporate Office,  
1<sup>st</sup> Floor, Plot No. 4  
Sector-10, Dwarka  
New Delhi-110075**

## Application Form Application Form

### 1. Category of Empanelment:

Category Applied for:	Please Mark the Discipline (s) applied for with "✓". Mark the remaining fields with "×".
Above ₹ 25 Crores and Up to ₹ 150 Crores	
Above ₹ 150 Crores	

### 2. Name of the Consultant:

--

### 3. Address of Consultant:

Please attach address proof as supporting document

--

### 4. E-mail:

(Please mention the E-mail Ids used by firm in clear legible handwriting. Please ensure the mail Ids mentioned are kept active and checked regularly through the period of empanelment)


### 5. Contact person:

(Please mention the contact details of personnel in the firm who can be contacted telephonically)

S.No.	Name	Designation	Mobile Phone No.	Landline Phone No.

### 6. Constitution of Consultant:

Type of firm	Please Mark the relevant option with "✓". Mark the remaining fields with "×".
Central Govt. Consultant	
State Govt. Consultant	
PSU Consultant	
Company Registered under Companies Act 1956/ 2013	

Note:

- Please Attach Copy of Partnership Deed for in case firm is a partnership.
- Please Attach Copy of Certificate of Incorporation, Memorandum of Association in case firm is a company.

**7. Name of Directors:**

S.No.	Name	Permanent Address
1		
2		
3		

- Please Attach Copy of Permanent Address Proof of the above individuals.

**8. Details of Authorised Signatory(ies):**

- Please Submit Copy of Board Resolution for Authorised Signatory
- Copy of Government Issued Photo ID with Address to be attached along with the form.

S.No.	Name	Please Attach Photograph of Authorised Singnatory (ies) duly countersigned with seal of firm	Please Attach Photograph of Authorised Singnatory(ies) duly countersigned with seal of firm	Please Attach Photograph of Authorised Singnatory(ies) duly countersigned with seal of firm
1				
2				
3				

**9. Bank Account Details of The Consultant:**

(Please Attach Copy of Cancelled Cheques)

S.No.	Name of The Bank	Name of The Branch	Bank Account No.	Branch IFSC Code
1				
2				

**PAN Number of the Firm:**

--

Please Attach Income Tax Returns for FY 2016-17 (AY 2017-18), FY 2017-18 (AY 2018-19) and FY 2018-19 (AY 2019-20) for the firm.

**10. GSTIN of the Firm:**

--

Please Attach copy of GST registration. If Unregistered vendor under GST rules, please fill 'UNREGISTERED VENDOR' and submit an undertaking regarding the same.

**11. Turnover of the Firm: (in Rupees)**

Sl.	Financial Year	Turnover	Commission Earned
1	FY. 2017-18		
2	FY. 2018-19		
3	FY. 2019-20		
	Average for three Years		

Please Attach Audited / CA Certified copies of Balance Sheets and Profit and Loss Statements for Fy 2017-18, Fy 2018-19 and Fy 2019-20 for the firm.

**12. Details of Employee State Insurance Registration:**

Please fill the ESI Code of the firm. Copy of registration Certificate to be attached. If firm is exempt from ESI registration as per extant guidelines, fill N.A. and an undertaking is to be submitted stating the same.

--

**13. Details of Employee Provident Fund Registration**

Please fill the EPF registration number of the firm. The copy of registration Certificate to be attached. If firm is exempt from ESI registration as per extant guidelines, fill N.A. and an undertaking is to be submitted stating the same.

--

**14. Details of Empanelment / Pre-qualification with various Government / Public Sector Organisation:**

If you are registered in the panel of other organizations/ statutory bodies, such as CPWD, PWD, MES, Bank etc., furnish names, categories and date of registration. The documentary proofs to be attached.

S.No	Name of Organisation	Discipline and Category of Empanelment
1		
2		
3		

**15. References:**

Furnish the names of three responsible persons who will be in position to certify about the quality as well as past performance of your organization.

S.No.	Name of the Person	Organisation	Contact Details
1			
2			
3			

**16. Particulars in respect of similar work executed**

S.no.	Name of work/ project with address	Short description of work executed	Name & address of owner with tel. no.	Value of work executed	Stipulated time of completion	Actual time of completion	Name of Architect/ consulting Engineer, address &tel no.
1	2	3	4	5	6	7	8

\* In case space is inadequate, additional sheets may be used/ annexed.

\* The works executed to start with the latest one.

**17. Manpower Details:**

Please mention details of key personnel permanently employed with firm.

S.No.	Name	Designation	Experience	Number of Years with firm
1				
2				
3				
4				
5				

In case space is inadequate, additional sheets may be used/ annexed.

**18. Declaration:**

- 18.1. We have not been suspended / delisted / blacklisted by any other Govt. Ministry/ Department/ Public Sector Undertaking/ SEBI/ Autonomous Body/ Financial Institution/ Court etc.
- 18.2. We are having our Branch based in New Delhi/NCR.
- 18.3. We hereby undertake and confirm that we have understood the scope of work property and shall comply with the terms of engagement.
- 18.4. We undertake that the abovementioned information is correct to the best of our knowledge.

Dated this day of \_\_\_\_\_ 2020.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly  
authorised to sign documents for and on behalf of \_\_\_\_\_  
(IN CAPITALS).

Signature of authorised Signatory

Name of Signatory with mobile number

Seal of the Firm:

**Financial Proposal Format**

(To be submitted in separate sealed envelope)

**Sub: Appointment of Property / Real Estate Consultant/s for sale / disposal of Bank's identified non-core properties****Financial Proposal**

The Financial Proposal should contain the offer including the professional fee Goods and GST (GST) which will be paid by PUNJAB NATIONAL BANK at the prevailing rate.

The Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of sale/disposal, while quoting their fee. PUNJAB NATIONAL BANK at any point of time, for reasons whatsoever is not responsible for any assumptions made by the Consultant/s. PUNJAB NATIONAL BANK at a later date will not accept any plea of the Consultant/s or changes in the commercial offer for any such assumptions.

*Format for the Financial Proposal:*

Sr. No.	Description	Quoted Fee
		Rate in % of successful bid amount in the auction of the properties to be conducted by the Bank
1.	Professional Fees (in %age) for rendering services for identifying/mobilizing the buyers/bidders of properties in the auction to be conducted by the Bank and complete transaction in all respect	
<b>TOTAL in words</b>		

(GST Extra as per prevailing rates)

The payment of the fees shall be made post signing of the Definitive Agreement(s) between the selected Consultant/s and PUNJAB NATIONAL BANK as per the payment schedule depicted in the RFP.

Signature of the Authorized Signatory

Name:

Designation:

Name of the Consultant/s:

Address:

**Letter of Transmittal**  
(To be submitted on Letterhead)

Chief Manager,  
Punjab National Bank,  
Head Office: General Services Administration Division,  
1<sup>st</sup> Floor, East Wing,  
Plot No. 4, Sector-10, Dwarka, New Delhi-110075

**Reg: Application for empanelment of Specialized agencies for rendering their services for selling of its Non-Core Assets i.e. immovable properties (Land and Building) on Pan India basis.**

Dear Sir,

1. Having examined the details given in Notice for empanelment and its Application for the above work, I/we hereby submit my / our qualification and relevant documents.
2. I/We understand that empanelment under this application is not a guarantee of employment / award of work in any kind.
3. I/We confirm that the credentials, information and documents submitted as a part of this application are bona-fide and any discrepancy observed at any stage shall render our application null and void and liable to be debarred from empanelment / tendering / taking up of work in Punjab National bank and / or removal from any / all lists of empanelled agencies and categories.
4. I/We hereby agree that Bank has the right to approach individuals, employers, firms and corporations to verify my/our submittals, competency and general reputation, and I/we have no objection to the same. Further, we understand that Bank also has the right to scrutinise this application for empanelment, based on our performance during previous engagements / pre-qualification, with various offices of Bank.
5. I/We hereby confirm that I/we have read and understood all the stipulations given in this prequalification documents and the decision of Bank with regard to my/our empanelment shall be final and binding on us.
6. I/We have submitted the following certificates in support of our meeting the minimum qualifying criteria of completed work(s) specified eligibility criteria for having successfully completed the following works:

	NAME OF WORK	CERTIFICATE FROM
1.		
2.		
3.		

Dated this day of \_\_\_\_\_ 2020.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorised to sign documents for and on behalf of \_\_\_\_\_ (IN CAPITALS).

Signature of Authorised representative

Name of the signatory with phone number

Seal of the firm:

**Affidavit**

(To BE SUBMITTED ON NON JUDICIAL STAMP PAPER OF MINIMUM Rs. 100/- DULY CERTIFIED BY NOTARY PUBLIC)

Affidavit of Mr..... S/o..... R/o.....

I, the deponent above named do hereby solemnly affirm and declare a under:

1. That I am the Authorised signatory of M/s..... having its Head Office/ Regd. Office at.....
2. That the information/ documents/ Experience certificates submitted by M/s..... along with this “Application for Empanelment of selection of consultant for sale of immovable properties” to Punjab National bank are genuine and true and nothing has been concealed.
3. I shall have no objection in case Punjab National bank verifies them from issuing authority(ies).I shall also have no objection in providing the original copy of the document(s), in case PNB demand so for verification.
4. I hereby confirm that in case, any document, information &/Or certificate submitted by me found to be incorrect/false/fabricated, Punjab National bank at its discretion may disqualify/ reject my application for Empanelment out rightly and also debar me/M/s..... from participating in any future tenders/ PQ.

**DEPONENT**

I/we....., Authorised signatory of M/s....., do hereby confirm that the contents of the above declaration are true to my knowledge and nothing has been concealed there from and that no part of it is false. Verified at ..... this..... day of .....

**DEPONENT**

**WITNESS:-**

- 1.
- 2.

**INTEGRITY PACT**

To,  
Chief Manager  
Punjab National Bank,  
East Wing, First Floor  
Sector 10 Dwarka  
New Delhi 110075

**Sub: Submission of Tender for Sale of Immovable Property(ies)owned by Punjab National Bank.**

Dear Sir,

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

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by PNB.

I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in line with Annexure 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, PNB shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

**Integrity Agreement  
(On stamp paper of INR 100/-)**

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

BETWEEN

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

And

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for **Sale of Immovable Property(ies) owned by Punjab National Bank.** The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

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

**Section 1- Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

### **Section 4- Compensation for Damage**

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

### **Section 5- Previous transgression**

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

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

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

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

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8- Independent External Monitor**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recuse himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the

contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank , a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

### **Section 9- Pact Duration**

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

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

### **Section 10- Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of to the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (4) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

**DRAFT AGREEMENT FOR UNDERTAKING SALE OF IMMOVABLE PROPERTIES ON A CASE TO CASE BASIS AFTER empanelment**

THIS AGREEMENT is made at New Delhi on -----this day of-----2018 between

**Punjab National Bank**, a bank constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Head Office at 1<sup>st</sup> Floor, A wing, Plot no 4, Sector 10 Dwarka, New Delhi, 110075 inter-alia General Services Administration Division at HO: 1<sup>st</sup> Floor, A wing, Plot no 4, Sector 10 Dwarka, New Delhi, 110075. (Hereinafter called the '**Bank**') which expression shall mean and include its administrators, executors and assigns on **ONE PART**.

**AND**

-----Central/State Govt./PSU agencies/ companies, having its Registered & Corporate Office at ----- (hereinafter called the '**Executing Applicant**' which expression shall mean and include its administrators, successors and assigns) represented by its authorized person Shri.....authorized vide letter dated ..... on the **OTHER PART**.

The Bank and the Executing Applicant are hereinafter individually referred to as "Party" and jointly referred to as "the Parties".

**WHEREAS,**

The Bank is desirous of awarding/entrusting the job relating to Sale of immovable properties (hereinafter referred to as "Job") and has floated the Expression of Interest for the same.

The Executing Applicant has submitted the Expression of Interest successfully for the same.

Punjab National Bank has awarded the job to Executing Applicant vide award or contract letter dated ..... Copy of which is annexed as Schedule - A to this Agreement and shall form integral part of this Agreement.

All the terms & conditions contained in EOI shall form and construe as integral part and parcel of this agreement and be also read as part and parcel of this agreement.

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO AS UNDER:

**1.0 DEFINITIONS**

'**Approval**' means approval in writing by the designated officer of the Bank.

'**Applicant**' means the executing Applicant who will work on behalf of bank for the sale of properties as per the direction of Bank and Govt./CVC Guidelines.

**'Executing Applicant Charges'** means the executing charges payable to the Executing Applicant by the Bank as a percentage of the actual sale value of IP.

## **2.0 ROLE & RESPONSIBILITIES OF THE APPLICANT**

2.1 Sale of IPs involving proper, transparent tendering process & wide publicity etc. Moreover Sale process of large properties which come under the preview of CVC need to be managed in a systematic and in a transparent manner. The main job of the Applicant will be:

- 2.1.1 Recommending to Bank for fixation of reserve price as per the valuation / market price.
- 2.1.2 Preparations of the bid documents for sale of IP in consultation with Bank.
- 2.1.3 Facilitating the inspection of the property by the prospective bidder.
- 2.1.4 Ensuring the realization of sale proceeds by Bank.
- 2.1.5 Preparation of draft Sale deed in consultation with bank.
- 2.1.6 Facilitation of Sale/transfer documents after getting approval from the Bank.
- 2.1.7 Scrutiny of bids received and preparing comparative study and short listing of eligible bidders.
- 2.1.8 Completion of all legal formalities for transfer of title/rights of Bank.
- 2.1.9 Handling of complaint, litigations etc. related to Sale of assets, if any.
- 2.1.10 Any other activity for the smooth completion of the sale process of IP or/ and related to the completion of sale.

## **3.0 RESPONSIBILITIES OF THE BANK**

3.1 The Bank shall make available the entire document which are available with bank to the Applicant.

3.2 The Bank shall not be responsible and liable for any act of omission, negligence and commission, dispute etc. of other bidder engaged by the executing Applicant for performing any specific work.

3.3 The Bank shall make payment due under this agreement to the Executing Applicant as per the Schedule of Payment.

## **4.0 COMPLETION OF THE JOB**

4.1 The date of start of the work shall be reckoned from the date of signing of this agreement or date of award whichever is earlier.

4.2 The work shall be completed in all respect within a period of 120 days calculated from the date specified in clause no. 4.1 above.

## **5.0 PAYMENT**

The Applicant charges for the job as per the quoted percentage will be made after completion of sale process & receipt of sale proceeds by bank and 100 % payment shall be released by the Bank on submission of bill/s. GST will be paid extra as applicable.

## **6.0 EXPENSES**

Executing Applicant will bear all the expenses like legal opinion, valuation, documentation, travel expenses, advertisement etc. related to the sale of IP. Rate/Fee quoted should be inclusive of all such expenses & no claim in this regard will be entertained by bank.

## **7.0 FAILED SALE PROCESS**

If no sale offer is received/or sale could not be materialized no fee will be paid. However reasonable expense for advertisement, valuation and expense for legal opinion etc. will be reimbursed as decided by the Bank.

## **8.0 ASSIGNMENT OF THE AGREEMENT**

The Executing Agency shall not assign or transfer or part with any of the rights, duties of obligations, wholly or in part, under this agreement without the previous consent in writing of the Bank.

## **9 FORCE MAJEURE**

9.1 The Executing Agency, shall not be liable for delays or non-performance of any obligations mentioned herein, which were caused by war, blockage, revolutions, insurrection, civil commotion, strikes, riots, mobilizations, blockades, acts of god, fire, flood or any other event beyond the control of either party which directly, materially and adversely affect the performance of any such obligation.

9.2 If a force majeure situation arises, the Executing Agency shall promptly notify the Bank in writing of such condition. Unless otherwise directed by the Bank in writing, the Executing shall continue to perform its obligations under the agreement as far as reasonably possible and shall seek all reasonable alternative means of performance not prevented by force majeure.

## **10.0 TERMINATION**

**10.1** The Bank shall be entitled to terminate this Agreement, by giving notice in writing to the Agency upon the occurrence of any of the following events:

(a) If the executing agency commits any breach of the terms and conditions of this Agreement and in case of a breach capable of remedy, fails to remedy the same within thirty (30) days after receipt of a notice in writing giving full particulars of the breach and requiring it to be remedied.

(b) If the executing agency engages in fraud or other illegal or unethical activities or in any activity which the Bank, in its reasonable judgment, believes could adversely affect the reputation of Bank.

(c) For any other reason including delay in execution of assigned job/agreement on the part of executing agency.

**10.2** No compensation or monetary benefit will be paid to the agency for the job done in case the work is terminated due to reasons given above.

### **11.0 PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The relation between the Bank and the Executing Applicant shall be on principal to principal basis. The Employees engaged by the executing Applicant shall be deemed to be the employees of executing Applicant as the case may be. The executing Applicant would comply with all statutory obligations and Labour Laws/Regulations/ Rules etc. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided.

### **12.0 INDEMNITY**

The Executing Applicant shall indemnify and hold the Bank harmless **in full** against any losses, costs or claims which may arise as a result of the negligence or willful misconduct of the Executing Applicant/ its Contractor(s) or its employees, agents, representatives managers or by breach of any of the terms and conditions, declarations, representations, undertakings and warranties contained in this Agreement on its part or its employees, agents and representatives.

### **13.0 TIME SCHEDULE**

The entire work like preparation of tender documents for sale of the property, receipt of Sale Proceeds from the prospective bidder and finalization of Sale Deed / Registration formalities in all respects should be accomplished within 120 days from the date of receipt of Work Order by the Consultant.

### **14.0 AMENDMENTS:**

Any amendment to this agreement shall be made only with the written consent of the parties. (Bank and Executing Applicant).

### **15.0 WAIVER:**

No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by the Party against whom enforcement of the waiver, amendment or modification is sought. Any such amendment or modification will be binding with or without tender of consideration. A waiver by either of the Parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this Agreement.

### **16.0 ENTIRE AGREEMENT**

This Agreement, constitute the entire agreement between the Parties and supersedes any and all prior or contemporaneous oral and written communications, understandings or agreements relating to the subject matter hereof.

### **17.0 SEVERABILITY**

In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

### **18.0 ARBITRATION**

Any or all disputes, differences, or questions which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall first be endeavored to be amicably resolved at the top management level of the parties. However, in the event of such dispute, difference or question, etc. remaining unsolved, the same shall be referred to the arbitration by a Sole Arbitrator to be appointed by the bank as per the provisions of the Arbitration & Conciliation Act, 1996. The place of such arbitration shall be at New Delhi.

### **19.0 NOTICES AND ADDRESSES :**

All notices and instructions given by either party under this Agreement to the other shall be in writing. Any such notice or instruction shall be deemed to have been properly served if delivered in person under proper receipt, or by mail.

The date of service of notice or instructions shall be that on which said notice or instruction is received. A party may change its notice address at any time by so advising the other thereof in writing.

### **19.0 CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT:**

The bidder shall (i) Use reasonable efforts to maintain the confidentiality of the information and materials, whether oral, written or in any form whatsoever, of the other that may be reasonably understood from legends, the nature of such information's disclosure, to be confidential (ii) take reasonable action in connection there with, including without limitation at least the action that takes the project the confidentiality of its comparable proprietary assets, (iii) upon termination of this agreement for any reason , immediately return to the bank all confidential information to the extent within their respective possession and/or control not licensed or authorized to be used or enjoyed after termination or expiration thereof.

Notwithstanding the foregoing, the obligation of a person to protect the confidentiality of any information or material shall terminate as to any information or material which: (i) are, or become public knowledge through no act or failure to act of such person; (ii) are publically disclosed by the Bank thereof.

All confidential information delivered pursuant to EOI and agreement shall be and remain the property of the Bank. Notwithstanding the foregoing, the bidder shall use the confidential information for performing and completing the job and discharging the role and responsibilities as per the EOI and agreement.

## **20.0 GENERAL CONDITIONS :**

- The Bank shall furnish to executing Applicant from time to time and as needed all necessary available documents for including in the tenders or work orders to be placed on bidders for sale of the property.
- The successful Applicant/applicant shall commence the work within 7 days from the date of signing of this agreement or date of award whichever is earlier.
- The clarifications given by Bank, regarding partially omitted particulars or typographical errors shall be final and binding on the Consultant.
- If the executing Applicant desires an extension of time for completion of any item of work on any ground, it shall apply in writing to the Bank immediately but not later than 5 days of the date of reason/ ground on account of which it desires such extensions as aforesaid and the Bank may, if it finds reasonable ground authorize such extension of time, if the same is, in his opinion, (which shall be final) necessary or proper. Any extension of time even if granted shall be without prejudice to the Bank's right as per the provisions in the offer document and shall not be deemed to constitute as a waiver thereof. Any application for extension of time made by the Consultant after the expiry of due date for completion of the item of work as per terms of contract shall not be entertained or be deemed to be valid.

If, in the opinion of Bank, the delay in any activity is solely on account of delay due to executing Applicant and no extension of time can be granted, then the Bank may terminate the contract without prejudice to any other right as per the conditions contained in the offer document:

- Entire activity should be completed within of 120 days from the 7<sup>th</sup> day after signing of this agreement or date of award whichever is earlier. In case there is any delay in completion of the job beyond 120 days, the contractual price payable shall be subject to recovery @ 1% of contractual price per week, subject to maximum of 10%.
- Decision of bank will be final and binding to the executing Applicant with respect to all activities related to sale of property.

IN WITNESS WHERE OF, the parties hereto have set their hands and seals the day and year first above written.

**For and on behalf of  
Executing Applicant**

**For and on behalf of Bank**

**Non-Disclosure Pact**

By virtue of awarding the Assignment/Contact to the Bidder(s) and in the course of its performance, the selected Bidders may have access to the confidential information and data of the Bank and its customers. The selected Bidders will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- That the selected Bidders will treat the confidential information as confidential and shall not disclose to any third party. The selected Bidders will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the selected Bidders will agree that they shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the selected Bidders 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 selected Bidders shall use reasonable efforts to advise the Bank immediately in the event that the selected Bidders learn or have reason to believe that any person who has had access to confidential information has violated or intend to violates the terms of the Agreement to be entered into between the Bank and the selected Bidders, and will reasonably cooperate in seeking injunctive relief against any such person.
- That if the selected Bidders hire another person to assist in the performance of its obligations, or assigns any portion of its rights or delegate any portion of its responsibilities or obligations to another person, they shall cause their assignee(s) or delegate(s) 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.

**PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank  
H.O. General Services Administration Division  
1<sup>st</sup> Floor, Corporate Office,  
Plot No. 4, Dwarka, Sector-10,  
New Delhi

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_

Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after Called 'bidder') wish to participate in the said bid for RFP FOR HIRING CONSULTANT FOR SALES AND MARKETING TRANSFORMATION

An irrevocable Financial Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to **Rs. 1,00,000/- Rupees (One Lakh only)** valid up to \_\_\_\_\_ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ has undertaken in pursuance of their offer to Punjab National bank (hereinafter called as the beneficiary) dated \_\_\_\_\_ has expressed its intention to participate in the said bid and in terms thereof has approached us and requested us \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) to issue an irrevocable financial Bank Guarantee against Earnest Money Deposit (EMD) amounting to Rs \_\_\_\_\_ /- Rupees (in words \_\_\_\_\_) valid up to.

We, the \_\_\_\_\_ (Name of Bank) \_\_\_\_\_ (Address of Bank) having our Head office at \_\_\_\_\_ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs. \_\_\_\_\_ Rupees (in words \_\_\_\_\_) without any reservation, protest,

demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

This guarantee shall be irrevocable and shall remain valid up to\_\_\_\_\_. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from the Bidder, on whose behalf guarantee is issued

"Notwithstanding anything contained herein above

Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ Rupees (in words\_\_\_\_\_).

This bank guarantee shall be valid up to\_\_\_\_\_. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before hours (Indian Standard Time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us."

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

\_\_\_\_\_ Day of \_\_\_\_\_ 2020 at \_\_\_\_\_

**Name of signatory**

**Designation**

Bank Common Seal