



(OPEN TENDER)

REQUEST FOR PROPOSAL (RFP)

FOR

**APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING
SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)**

Ref: HO/IAD/RFP/Source Code Review/2022-23/04



Punjab National Bank
Inspection & Audit Division
Plot No. 5, Sector-32,
Institutional Area
Gurugram – 122001

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

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

The Bank, its employees and advisors make no representation and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document.

TABLE OF CONTENTS

GENERAL TENDER DETAILS	5
------------------------	---

CHAPTER 1

1	INTRODUCTION	8
2	PURPOSE OF THE PROJECT	8
3	SCOPE OF WORK	8
4	LOCATION / METHODOLOGY OF AUDIT(S)	10
5	RFP TERMINOLOGY	10
6	MINIMUM ELIGIBILITY CRITERIA	10

CHAPTER 2: INSTRUCTION TO BIDDERS

1	POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY	12
2	COST OF BIDDING	12
3	BIDDING DOCUMENT	12
4	LANGUAGE OF BIDS	12
5	AUTHENTICATION OF ERASURES/ OVERWRITING ETC.	12
6	AMENDMENT OF BIDDING DOCUMENTS	12
7	VALIDITY OF BID DOCUMENT	12
8	LATE BID	12
9	BID CURRENCY	12
10	BID EARNEST MONEY	13
11	BIDDING PROCESS (TWO STAGES)	14
12	PRE-BID MEETING & PRE-BID QUERIES	15
13	SUBMISSION OF BID	15
14	DEADLINE FOR SUBMISSION OF BID	15
15	MODIFICATION AND/OR WITHDRAWAL OF BIDS	16
16	CONTACTING THE PURCHASER	16
17	TERMS AND CONDITIONS OF THE BIDDING FIRMS	16
18	LOCAL CONDITIONS	16
19	PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS	16
20	OPENING OF BIDS	16
21	CLARIFICATIONS OF BID	16
22	PRELIMINARY EXAMINATION	17
23	REVELATION OF PRICES	17
24	EVALUATION AND AWARD CRITERIA	17
25	PRESENTATION	18
26	REVERSE AUCTION	18
27	CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE	19
28	CANCELLATION OF BID/ BIDDING PROCESS	19
29	CONFIDENTIALITY	19
30	FORCE MAJEURE	21
31	NON – DISCLOSURE	21

32	AMENDMENTS / SUPPLEMENTS to BIDDING DOCUMENTS	22
33	RIGHTS of PNB	22
34	GOVERNING LAWS AND DISPUTES	23
35	NOTIFICATION OF AWARD	23
36	SIGNING OF CONTRACT	23
37	PERFORMANCE BANK GUARANTEE	23
38	AWARD CRITERIA	24
39	INDEMNITIES	24
40	BROAD TERMS & CONDITIONS	25
ANNEXURE - A	MINIMUM ELIGIBILITY CRITERIA	31
ANNEXURE - B	NUMBER OF AUDITORS	33
ANNEXURE - C	UNDERTAKING 1	34
ANNEXURE - D	TURNOVER CERTIFICATE	36
ANNEXURE - E	PERFORMANCE BANK GUARANTEE	37
ANNEXURE - F	TECHNICAL BID FORM	40
ANNEXURE - G	COMMERCIAL BID FORM	41
ANNEXURE - H	UNDERTAKING 2	43
ANNEXURE - I	REVERSE AUCTION	44
ANNEXURE - J	COMPLIANCE STATEMENT	46
ANNEXURE - K	IS AUDIT ASSIGNMENTS	47
ANNEXURE - L	PROFESSIONAL DETAILS	48
ANNEXURE - M	INTEGRITY PACT	49
ANNEXURE - N	REFERENCE DATA SHEET	55
ANNEXURE - O	LITIGATION CERTIFICATE	56
ANNEXURE - P	BID SECURITY DECLARATION	57
ANNEXURE - Q	UNDERTAKING FOR LABOUR LAW	58
ANNEXURE - R	UNDERTAKING FOR GFR 2017 COMPLIANCE	59
ANNEXURE - S	CHECKLIST OF DOCUMENTS	60

GENERAL TENDER DETAILS

REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)		
Sr. No.	Activity	Date & Time
1	Date of commencement of Bidding Process	09.09.2022
2	Last date and time for receipt of queries from bidders for Clarifications	15.09.2022 1700 Hrs.
3	Date of Pre-Bid Meeting	16.09.2022 at 1100 Hrs.
4	Last date and time for Online Bid Submission / Hash submission	30.09.2022 upto 1500 Hrs.
5	Last date and time for online bid re-Encryption	From 30.09.2022 1500 Hrs. To 01.10.2022 1700 Hrs.
6	Time for submission of technical supporting document (Hard Copy)	Till 01.10.2022 1700 Hrs.
7	Date and Time of Technical Bid Opening	05.10.2022 1500 Hrs.
8	Place of Submission of Bids	Punjab National Bank, Head Office IS Audit Cell, Inspection & Audit Division, 2 nd Floor, Plot No. 5, Institutional Area Sector-32, Gurugram, Haryana – 122001
9	Place of opening of Bids	Punjab National Bank, Head Office IS Audit Cell, Inspection & Audit Division, 2 nd Floor, Plot No. 5, Institutional Area Sector-32, Gurugram, Haryana – 122001
10	Address for communication	Punjab National Bank, Head Office IS Audit Cell, Inspection & Audit Division, 2 nd Floor, Plot No. 5, Institutional Area Sector-32, Gurugram, Haryana – 122001 Telephone No. (0124) – 4176968 / 4126509
11	Cost of RFP	Rs. 10,000/- (Non-refundable) plus 18% GST should be submitted online(NEFT) only in favor of Punjab National Bank before last date of bid submission in the following account: IFSC Code: PUNB0492800 Bank & Branch: Punjab National Bank, Vill – Jharsha, Gurgaon, Haryana - 122001 Account No. 4928002200000069 Account Name: Imprest AC IAD Proof of NEFT is to be submitted at the time of physical bid submission. * Micro and Small Enterprises (MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to

		the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP.
12	Earnest Money Deposit	<p>Rs. 1,00,000 (One Lakh Only) in the form of BG / NEFT valid for 6 months in favour of Punjab National Bank, Inspection and Audit Division payable at New Delhi.</p> <p>EMD should be enclosed in a separate sealed envelope and must be submitted with the Bid at the time of bid submission. Bids that are not accompanied with the EMD in a separate envelope super scribed as 'EMD' will not be considered.</p> <p>*Micro & Small Enterprises (MSEs) & Start-up bidder recognized by (DIPP) is exempted from payment of Earnest Money Deposit, Bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.</p> <p>In case of unsuccessful bidder, EMD will be returned after completion of the bid process i.e. Awarding Tender to Successful Bidder (without interest).</p>
13	Contact to Bidders	<p>Interested Bidders are requested to send the email to IS Audit Cell, Inspection & Audit Division at iadisaudit@pnb.co.in, Sh. Bharat Purwar (CM-IT) at bharat.purwar@pnb.co.in, containing following information, so that in case of any clarification, the same may be issued to them:</p> <p>(a) Name of Bidder (b) Contact person (c) Mailing address with Pin Code (d) Telephone / Mobile No. (e) e-mail.</p>

NOTE:

1. 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.
2. 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 team on telephone No. 0124 – 4176968 / 4126509 or email us at iadisaudit@pnb.co.in
3. 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.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank's team on telephone No. 0124 – 4176968 / 4126509 or email us at iadisaudit@pnb.co.in
5. 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.
6. The Indicative commercial bids are to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues.
8. 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.
9. If Bidders have any queries, they may call Bank's team on Telephone No. 0124 - 4176968 / 4126509 from 10.00 am to 05.00 pm on Bank's working days.

CHAPTER - 1

1. INTRODUCTION

Punjab National Bank (PNB) is one of the leading nationalized Banks, has its head office at New Delhi and has more than 10,000 branches and more than 13000 ATMs (onsite and offsite) all over the country. It has 22 Zonal Offices and 137 Circle offices controlling these branches / ATMs besides specialized service branches, DC / DRS, training establishment and other offices. There are 9 RRBs (Regional Rural Banks) and having various offices at Dubai, Bhutan, UK etc.

2. PURPOSE OF THE PROJECT

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Punjab National Bank ("the Bank") for appointment of external IS auditor for conducting source code review of applications (web / mobile).

The RFP document is not 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 Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for Appointment of external IS auditor for conducting source code review of applications (web / mobile) per requirements mentioned in the RFP. This invitation of Bids is open to all bidders having presence in India provided bidders fulfill the minimum qualification criteria as mentioned in bid document Clause 6 / Annexure A.

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

3. SCOPE OF WORK / DELIVERABLES

3.1. Scope

To conduct the Source Code Review for approximately 200 applications (Web / Mobile).

- The bidder will use automated tools (e.g. S for source code review. The details of the proposed tools should be provided to the Bank at the time of onboarding.
- The Source code review of applications are to be carried out simultaneously.
- The Auditor has to conduct Source Code Review of in – House applications onsite and licensed tools will have to be installed in Bank's environment for the same.
- For vendor managed application(s) / portal(s) the audit is to be conducted either at vendor location or offsite as per the discretion of the Bank.
- The Auditor at every stage has to comply with all the necessary RBI guidelines and Cyber Security Measures.
- Bank at any stage of the Project may ask for any report to be submitted by the Auditor
- Auditor shall organize opening, closing, review & discussion meeting between Bank's team and other stakeholders as and when desired by the bank.
- All the Audit Findings / Exception reports shall be supported by adequate audit evidence and same shall be documented and included in the audit report to be submitted to the Bank.
- The auditor has to conduct the revalidation of observations till the time all gaps are plugged in.

3.2 Timelines

- a) The activity has to be initiated within 7 days from the day of issuance of purchase order.
- b) The entire activity is to be concluded within 60 days from the date of issuance of Purchase Order.
- c) The activity is to be completed in 4 tranches. Details of milestones to be achieved is as under:

Tranches ↓	Timeline	No. of Applications to be Audited & Report is to be submitted
Tranche 1	First 15 Days	50
Tranche 2	Next 15 Days	50
Tranche 3	Next 15 Days	50
Tranche 4	Next 15 Days	50

3.3 Reports

Report should be provided with snap shot / evidence/ documents details / CVE number from which observation made wherever is easily understood by Bank.

Reporting formats should at the minimum include:

- a) The IS Auditor shall provide different types of reports which would address all issues/observations regarding compliances.
- b) Vulnerability ID (Unique identification number (alpha numeric) for each vulnerability and the Identifier should be such that it is Unique for any previous Vulnerability process also.
- c) Vulnerability Identified (specific to equipments/ resources - indicating name and IP address of equipment, Application name where Vulnerability exists and office / department name and should not be generalized)
- d) Broad domain categorization of activity (Port/SQL injection/ Services/Physical access control/ Logical access control/ environment etc.)
- e) Risk category & Exploitable status as against – High, Medium, Low level observations.
- f) Servers/ Resources affected with IP address.
- g) Department (in office) to whom the Vulnerability relates.
- h) Risk / Implication
- i) Recommendation for risk mitigation/ removal – step wise. If not resolved, alternate solutions will be provided over phone/ email or personal visits to department if required. Response over phone/ email should come within 4 hours of receipt of request.
- j) Provision for updating owner's compliance comments.
- k) Explicit reference to key policy and procedure documents of the Bank/RBI against identified risk/observation.
- l) The reports shall be customised as per the requirements of the Bank.
- m) Additional mandatory or voluntary standards or regulations applicable to the banking industry as best practices should be reported under "Improvement /suggestions"
- n) Standards followed
- o) Summary of audit findings including identification tests, tools used and results of tests performed (like vulnerability assessment, application security assessment
 - i. Tools used
 - ii. List of vulnerabilities identified.
 - iii. Description of vulnerability
 - iv. Test cases used for assessing the vulnerabilities.
 - v. Analysis of vulnerabilities and issues of concern

- p) Personnel involved in the audit.
- q) All the reports should contain the URL, IP Address, Application and server name, host name etc. in respect of the assets which are subjected to Audit.

The auditor may further provide any other required information as per the approach adopted by them and which they feel is relevant to the audit process.

Successful bidder and Auditee will decide activities before start audit based on which report will be prepared. The same can be reviewed whenever there is a change.

4. LOCATION / METHODOLOGY OF AUDIT(S)

The Auditor has to conduct Source Code Review of in – House applications onsite (Bank's Location) and licensed tools will have to be installed in Bank's environment for the same. For vendor managed application(s) / portal(s) the audit is to be conducted either at vendor location or offsite as per the discretion of the Bank.

The successful bidder may be required to visit on-site (Bank's offices) / vendor site (i.e. Bangalore / Hyderabad/ Mumbai / Chandigarh / Mysore / Chennai/ Pune / Ahmedabad / Kolkata) for conducting the audit.

5. RFP TERMINOLOGY

Definitions:

Throughout this RFP, unless inconsistent with the subject matter or context, the following terms will have the meaning as under:

i. Agreement:

Any written contract to be entered into between Punjab National Bank and the successful Bidder, with respect to providing for any deliverables or services contemplated by this RFP. Any Agreement shall be deemed to incorporate, as schedules, this RFP and all supplements issued by the Bank or related to Bank, the bid of the Successful Bidder and any negotiated modifications thereto.

ii. Bidder / Vendor / Auditor:

A firm/ Company submitting a bid in response to this RFP. "Bidder" definition for this specific RFP for appointment of auditor shall include bidder(s) who directly possesses capabilities of conducting such assignments.

iii. Bank:

Reference to "the Bank", "Bank", "PNB" and "Punjab National Bank" shall be determined in context and may mean without limitation "Punjab National Bank", a Nationalized Bank in India.

iv. Proposal / Bid:

The Bidder's written reply or submissions in response to this RFP.

v. RFP:

The Request for Proposal document in its entirety, inclusive of any supplement that may be issued by the Bank.

6. MINIMUM ELIGIBILITY CRITERIA FOR BIDDER(S)

To become eligible to respond to this RFP the vendor should fulfill the following minimum eligibility criteria:

a) Should be registered as a company in India as per Company Act 1956 & 2013 / Partnership firm registered under LLP Act, 2008, operating in the field of IS Audit for at least 3 years as on the date of RFP

b) Should have an average annual turnover of Rs.1 (One) Crore or more for the last two financial years (FY: 2020-21, 2021-22) from its Indian Operations and should be in net profits in last one financial year (FY: 2021-22) as per audited financial statements.

Note: If Audited balance sheet for FY: 2021-22 is not available, the audited Balance sheet for FY: 2019-20 may be provided and the company should be in net profit in last one financial year (FY: 2020-21) as per audited financial statements.

c) Should have been empanelled / engaged by at least one Scheduled Commercial Bank, in last five financial years for conducting IS Audit.

d) The bidder should have qualified professionals with CISA / CISM / CEH / CISSP certification and should have at least 5 auditors having industry standard certifications such as CISA / CEH / CISSP / CISM on permanent roll of the organization. The professionals to be engaged with the Bank must be certified as above and should have IS Audit Experience of 2 years or more and should be on permanent roll of the organization to cover given scope with due professional care & to provide deliverables.

A declaration stating the number of auditors, their experience and copy of certifications will have to be submitted who will be deputed for the audits to be submitted.

e) Should submit a detailed statement of facts and profile of company including year of commencement of business, Internet site details and name and title of the authorized signatory for their Bid and their contact numbers and e-mail address.

f) Should have a local representing offices at Delhi / NCR location

g) Should not have been blacklisted by any nationalized Bank / RBI / IBA or any other Government agency from offering such audit services/solutions to them. Bidder must give an Undertaking to this effect.

h) Should be empanelled with Cert-In, Govt. of India for Security Auditors with a valid certificate of empanelment as on date of submission of bids.

Bidder should provide the documents in support of their eligibility in terms of above minimum eligibility criteria as per ANNEXURE - A.

CHAPTER 2: INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favor of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents in original.

2. COST OF BIDDING

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

3. BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders’ risk and may result in the rejection of its bid without any further reference to the bidder. **Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.**

4. LANGUAGE OF BIDS

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

5. AUTHENTICATION OF ERASURES / OVERWRITING ETC.

Any inter-lineation, erasures or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank’s websites (www.pnbindia.in and <https://etender.pnbnet.in>) and will be binding on all those who are interested in bidding. In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the hash submission date to avoid any last minute issues.

7. VALIDITY OF BID DOCUMENT

Bid shall remain **valid for 12 months** from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non-responsive.

8. LATE BID

Any bid received by the Bank after the deadline for submission of bid will be rejected.

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of Rs 1.00 lakhs, which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, Inspection & Audit Division, Gurugram and filling all the details as per specified Performa at **ANNEXURE - E**.

EMD should be enclosed in a separate sealed envelope and must be submitted with the Bid at the time of bid submission. Bids that are not accompanied with the EMD in a separate envelope super scribed as 'EMD' will not be considered.

The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 12 Months from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission. MSE bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of Earnest Money Deposit.

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.

- Micro & Small Enterprises (MSEs) & Start-up bidder recognized by (DIPP) is exempted from payment of Earnest Money Deposit, Bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance security before the deadline defined in the request for proposal (RFP) document, they will be Blacklisted.

The Bidder shall furnish, as part of its bid, a "**Bid Security Declaration**" on their organization's letter head duly signed and stamped by their authorized signatory accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fail to submit a performance bank guarantee before the deadline defined in the request for proposals (RFP) document, they will be Blacklisted.

The "**Bid Security Declaration**" is required to protect the Bank against the risk of Bidder's misconduct of any nature, which would result in Blacklisting of the Bidder by the Bank.

The bidder may be blacklisted as per "**Bid Security Declaration**", if a Bidder

- a) Withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or does not accept the correction of errors; or
- b) In case of a successful Bidder, if the Bidder fails:
 - To sign the Contract or
 - To furnish Performance bank guarantee

Details for online payment:

IFSC Code: **PUNB0492800**

Bank & Branch: Punjab National Bank, Vill – Jharsha, Gurgaon, Haryana 122001

Account No. **4928002200000069**

Account Name: **Imprest AC IAD**

Proof of the transaction (printout) to be submitted along with the bid documents**11. BIDDING PROCESS (TWO STAGES)**

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

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Banks e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system.

All documents / letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

A. TECHNICAL BID

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing **“Technical Bid response against REQUEST FOR PROPOSAL FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE) & also online.** Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all (Commercial information is to be submitted online only).** Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Here, bids of only those bidders would be evaluated who comply with all the eligibility criteria listed in CHAPTER 1, Clause 6 / ANNEXURE A. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for commercial stage.

Technical Evaluation: The technical bids submitted by the bidders will be evaluated based on the Eligibility Criteria at CHAPTER 1, Clause 6 / ANNEXURE A.

As part of technical evaluation, the Bank may contact the customer references to get feedback about the credentials submitted by the bidder. The Bank at its discretion may not consider those projects / references, if in the Bank's opinion it is not relevant or meet corresponding criteria or in case the responses received from the customer contacts are negative.

B. COMMERCIAL BID

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria as per CHAPTER 1, Clause 6 / ANNEXURE A and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No

information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

12. PRE-BID MEETING & PRE-BID QUERIES

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through email in the below format:

Sr. No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query / Suggestion/Remarks

The responses to the queries submitted before pre-bid meeting along with those discussed in the pre-Bid meeting will be uploaded onto Bank's websites. Bidders are required to go through the RFP and any subsequent Corrigendum's / clarifications meticulously and submit their queries timely to avoid any last minute issues.

13. SUBMISSION OF BID

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). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> 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 websites www.pnbindia.in & <https://etender.pnbnet.in> . Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. The commercial bid should be submitted online only.

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

**Deputy General Manager
Punjab National Bank, Head Office
IS Audit Cell, Inspection & Audit Division,
Institutional Area, 2nd Floor, Plot No. 5,
Sector-32, Gurugram, Haryana – 122001**

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. Kindly do not submit any extra documents/certificate which are not required. At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

14. DEADLINE FOR SUBMISSION OF BID

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

**Deputy General Manager
Punjab National Bank, Head Office
IS Audit Cell, Inspection & Audit Division,
2nd Floor, Plot No. 5, Institutional Area
Sector-32, Gurugram, Haryana – 122001**

Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>

Kindly also note that hard Copy of Technical Bid will be evaluated only after successful Hash Submission and Online bid Re-encryption.

15. MODIFICATION AND / OR WITHDRAWAL OF BIDS

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder. In case of any deviation in the bid submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated.

16. CONTACTING THE PURCHASER

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

17. TERMS AND CONDITIONS OF THE BIDDING FIRMS

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

18. LOCAL CONDITIONS

The bidder must acquaint themselves with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost.

19. PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

20. OPENING OF BIDS

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

21. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the

bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

22. PRELIMINARY EXAMINATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Arithmetical errors will be rectified as follows:

- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

23. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid. Failure to do so will make the bid liable to be rejected.

24. EVALUATION AND AWARD CRITERIA

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

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be properly signed in full by the authorized signatory and stamped by Bidder's Official seal. The signature should be same as that on the Letter of Authorization / Board resolution / Power of attorney. All Annexures must be on the letter head of the Bidder. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).**
2. **All third party documents must be signed in full by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.** Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.

4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost / EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
10. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification/Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
11. In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria as per CHAPTER 1, Clause 6 / ANNEXURE A and confirm compliance to all the terms & conditions.

Second Stage: (Commercial Evaluation)

In the second stage, the COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per Chapter 1, Clause 22 - Preliminary Examination.
3. The bidders will be required to quote for all the items required by the Bank.

25. PRESENTATION

Bidders may be required to make presentations to supplement their bids, if requested by the Bank. The Bank will make every reasonable attempt to schedule each oral presentation at a time and location that is agreeable to the bidder. Failure of a Bidder to complete a scheduled oral presentation to the Bank before the date established in the above calendar of events may result in rejection of that Bidder's proposal.

25. REVERSE AUCTION

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Base Price / bid decrement value will be as per Bank's discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) refuse to participate in Reverse Auction at any time thereafter or do not login in Bank's E-Auction portal during the Reverse Auction or, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, accepted based price will be considered L1 commercials. Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and price shall be arrived.

27. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

28. CANCELLATION OF BID/ BIDDING PROCESS

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

29. CONFIDENTIALITY

- i. Except as required by law, the parties shall ensure that all the confidential information- business or otherwise as disclosed by one party to other/s during negotiation/ implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.
- ii. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars,

letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

- iii. Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.
- iv. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.
- v. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
- vi. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.
- vii. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorized profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.
- viii. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has

obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorized by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.

- ix. An Information shall not be considered confidential to the extent and only to the extent, such information is:
 - a. already known to the receiving party free of any restriction at the time it is obtained from the other party;
 - b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
 - c. is or becomes publicly available through no wrongful act of the other party;
 - d. is independently developed by one party without reference to any Confidential information of the other;
 - e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.
- x. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.
- xi. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

30. FORCE MAJEURE

The successful bidder or PNB shall not be responsible for delays or non-performance of any or all contractual obligations due to "force majeure", which means but are not limited to events such as, caused by war, revolution, insurrection, civil commotion, riots, mobilizations, strikes, blockade, acts of God, Plague or other epidemics/pandemics, fire, flood, obstructions of navigation by ice of Port of dispatch, acts of government or public enemy or any other event beyond the control of or fault or negligence either party or which is not foreseeable, which directly, materially and adversely affect the performance of any or all such contractual obligations.

Provided either Party shall within ten (10) days from the occurrence of such an event(s) or cause(s) notify the other Party in writing of such an event(s) or cause(s). Unless otherwise directed by the Bank in writing, the successful bidder shall continue to perform its obligations under the contract as far as possible, and shall seek all means for performance of all other obligations, not prevented by the Force Majeure event.

Provided further that in case of delay of Services, which shall be solely decided by the Bank, the Bank shall not be held liable for non-performance of its obligations under the Agreement and the Bank shall have the right to terminate this Agreement without giving any further notice to the successful bidder. Further, Bank also reserves the right to assign the work to other IS Auditor without any consequences and claims thereof.

31. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the vendor, and its implementation thereof, the vendor may have access to the confidential information and

data of the Bank and its customers. The vendor will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:

- a. That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor 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 vendor shall use full efforts to advise the Bank immediately in the event that the vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the vendor, and will cooperate in all manner in seeking injunctive relieve against any such person.
- c. That if the vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- d. That the vendor will strictly maintain the secrecy of Bank's data.

The Bank shall provide access to its premises to the authorized personnel of the vendor to carry out the work related to installation etc. which is required to perform its obligation to bank. In accessing Bank's premises, the vendor shall however comply with any and all rules, regulations, policies and procedures relating to the access, entry, safety and security to discharge their obligation as per the terms and condition of the agreement

32. AMENDMENTS / SUPPLEMENTS TO BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the bank may, for any reason, modify the Bidding Document by amendments at the sole discretion of the bank. All amendments will be in writing and shall be published on the bank's corporate website www.pnbindia.in or www.etender.pnbnnet.in and will be binding on all the bidders. Further, bidders must provide name of the contact person, mailing address, telephone number, Email and FAX numbers on the covering letter sent along with the bids/ request for bidding document.

In order to provide, prospective bidders, reasonable time to take the amendment into account in preparing their bid, the bank may, at its discretion, extend the deadlines for submission of bids.

33. RIGHTS OF PNB

PNB reserves the right to:

- Issue the amendments to the RFP at any time, prior to the deadline for the submission of Bids. From the date of issue, amendments to Tender Document shall be deemed to form an integral part of the Tender Document.
- Negotiate with Bidders.

The Bids received and accepted will be evaluated by PNB to ascertain the best and lowest Bid in the interest of PNB. However, PNB does not bind itself to accept the lowest or any Bid

and reserves the right to reject any or all Bids at any point of time prior to the placing of order without assigning any reasons whatsoever. PNB reserves the right to re-tender. PNB shall not incur any liability to the affected Bidder(s) on account of such rejection. PNB shall not be obliged to inform the affected Bidder(s) of the grounds for PNB's decision of rejection. It is to be understood clearly by the Bidders that the selection process requires them to have adequate expertise in the audit domain.

34. GOVERNING LAW AND DISPUTES

The Bid and the resulting Contract with the successful Bidders shall be governed in accordance with the Laws of India for the time being in force.

All disputes or differences whatsoever arising between PNB and the Bidders out of the meaning and operation or effect of this Tender Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve them amicably, the same shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties.

Any appeal will be subject to the exclusive jurisdiction of the courts at Delhi (India). In such instances, the Successful bidder shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by PNB or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or of the umpire, as the case may be, is obtained.

The venue of the arbitration shall be Delhi, India. The arbitration proceedings will be held in English language.

35. NOTIFICATION OF AWARD

The acceptance of tender, subject to contract, will be communicated in writing at the address supplied by the bidder in the tender response. Any change of address of the Bidder, should therefore be promptly notified to **The Chief Manager**, Punjab National Bank, IS Audit Cell, Inspection & Audit Division, Head Office, 2nd Floor, Plot No.- 5, Sector- 32, Gurugram, Haryana – 122001.

Award of contract will be subject to the bidder qualifying and all the evaluation criteria decided by the Bank.

36. SIGNING OF CONTRACT

At the same time as the Bank notifies the successful bidder that its bid has been accepted; the Bank will send the bidder the Contract Form incorporating all agreements (Integrity pact, non-disclosure agreement, service level agreement, etc.) between the parties as enumerated in RFP. Within 7 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Bank. The Bidder will agree to all the terms and conditions as mentioned in this RFP. Signing of the contract by the successful bidder will constitute formation of the contract.

37. PERFORMANCE BANK GUARANTEE

Within 15 days of the receipt of notification of award from the Bank, the successful Bidder shall furnish the Performance Bank Guarantee from a scheduled commercial bank other than PNB, payable on demand for an amount equivalent to three percent (3%) of the contract price for the due performance and fulfillment of the contract by the Successful bidder, in accordance

with the conditions of Contract, in the Performance Bank Guarantee Form provided in the bidding documents or in another form acceptable to the Bank.

The Performance Bank Guarantee shall continue and hold good till the completion of the all the scheduled audits from the date of agreement, subject to the terms and conditions in the said Agreement.

The Performance Bank Guarantee may be discharged by the PNB upon being satisfied that there has been due performance of the obligations by the Successful bidder under the contract.

Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and blacklisting of the bidder, in which event the Bank may make the award to the next lowest evaluated bidder or call for new bids.

38. AWARD CRITERIA

The Bank intends to empanel at two bidders through this RFP. After completion of Reverse Auction, Bidder quoting Lowest price shall be treated as L1 bidder. Any other bidder accepting to work at the price quoted by L-1 bidder will be eligible for empanelment.

In case of multiple empanelment, the bank will award work to the empanelled bidders in ratio 60 :40.

39. INDEMNITIES

- a) Neither Party shall be liable for any consequential or indirect damages (including damages related to the loss of profits, income, goodwill or revenue) other than specifically provided in this Agreement, in connection with or arising from or related to performance of this Agreement.
- b) IS Auditor agrees to indemnify, defend and hold harmless the Bank and its officers, directors, employees, representatives, agents, and assigns ("Bank Indemnified Parties") at its own expenses against any or all the losses suffered or incurred by the Bank or Bank indemnified Parties as a direct result of any negligence or fraudulent act or omission by it and its employees/personnel, or in respect of any losses sustained or suffered by any third party, other than by the Bank's negligence or wilful misconduct.
- c) IS Auditor agrees to provide the Bank (being indemnified) specific contractual assurance and indemnification in respect of any proceedings against the Bank on account of the Services, IS Auditor agrees to provide to the Bank. If indemnification claim involves litigations from third party, the indemnification by IS Auditor shall be subject to:
 - (i) The Bank having provided written notice within reasonable period of time about the event.
 - (ii) Subject to applicable laws, the Bank will provide to IS Auditor an opportunity to defend.
 - (iii) To the extent possible for the IS Auditor, the Bank having taken due diligence exercise to mitigate or minimize the claim or liability.
 - (iv) The Bank refraining from accepting or admitting the claim or liability for IS Auditor.
 - (v) The Bank reasonably cooperating with IS Auditor for defense of a third party claim.
- d) IS Auditor will be entitled to rely on and act in accordance with any written instructions or directions provided by the Bank and will incur no liability in doing so Bank shall defend,

indemnify and hold harmless IS Auditor and its subsidiaries, successors and assigns, and each of their officers, directors, agents, contractors, subcontractors and employees (collectively, the "IS Auditor Indemnified Parties"), from and against any and all claims, liabilities, damages, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from (i) IS Auditor acting in accordance with written instructions or directions from the Bank; or (ii) any infringement of any copyright, trademark, service mark, trade name or similar proprietary rights conferred by statute, by common law, or by contract alleged to have occurred as a result of rights conveyed, materials provided, or work performed by or on behalf of the Bank.

- e) IS Auditor understands, acknowledges and agrees that this provision is the essence of the Agreement and will survive till one year after the expiration or termination of the Agreement.

40. BROAD TERMS AND CONDITIONS

The general terms and conditions of the Contract are being described below, However, the terms and conditions are not conclusive and PNB reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary by PNB.

The successful Bidder will have to enter into a purchase agreement directly with PNB as per terms and conditions mentioned in this RFP.

If any irregularity is detected anytime in respect of the above, PNB will have the right to take appropriate action against the Bidder, as deemed fit by PNB.

40.1. Standards

The services rendered under the contract shall conform to the industry standards/ best practices.

40.2. Arbitration

All disputes and differences of any kind, whatsoever, between the parties i.e. IS Auditor and Bank, arising out of or in relation to the construction, meaning, operation or effect of the Agreement, shall be settled amicably. If, however, the parties are not able to resolve any dispute or differences amicably, the same shall be settled by sole arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996, rules and regulations framed thereunder and the award made in pursuance thereof shall be binding on the parties.

The sole arbitrator shall be appointed out of a panel of three persons, who shall be presently unconnected to the either Party. The details of panel shall be sent by Bank to the IS Auditor, who shall communicate the desired name to the Bank within a period of fifteen days of the receipt of the names, failing which the Bank shall appoint the sole arbitrator.

Any appeal shall be subject to the exclusive jurisdiction of the courts in Delhi (India). In such instances, the IS Auditor shall continue to work under the Contract during the arbitration proceedings unless otherwise directed in writing by Bank, unless the matter is such that the works cannot possibly be continued until the decision of the arbitrator is obtained.

The venue for arbitration shall be at Delhi, India. The Arbitration proceedings will be held in English language. Parties to the arbitration shall bear their own costs.

40.3. Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or by recognized courier, or by facsimile, provided that where such notice is sent by facsimile, a confirmation copy shall be sent by pre-paid registered post or by recognized courier within five days of the transmission by facsimile, to the address of the receiving party by the other in writing, provided such change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.

Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.

Further, Bank can terminate the Agreement at its sole discretion without assigning any reason, after giving the successful bidder a notice of thirty (30) days.

40.4. Use of Contract Documents and Information

The IS Auditor shall not, without Bank's prior written consent, disclose the Agreement or any provision thereof, or any specification or information furnished by or on behalf of Bank in connection therewith, to any person other than a person employed by the IS Auditor in the performance of the Agreement. Any such disclosure by IS Auditor to any such employed person shall be made in confidence against Non-disclosure agreements completed prior to disclosure and disclosure shall extend only so far, as may be necessary for the purposes of such performance. Any document, other than the Agreement itself, shall remain the property of Bank and all copies thereof shall be returned to Bank on termination of the Agreement.

40.5. Patent and Copyrights

The Successful bidder shall, at its own cost and expenses, defend and indemnify and keep indemnified Bank against all third-party claims including those of the infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights, arising from use of the Products or services or any part thereof in India.

If PNB is required to pay compensation to a third party resulting from such infringement, the Successful bidder shall be fully responsible therefore, including all expenses and court and legal fees. Bank will give notice to the Successful bidder of any such claim and shall provide reasonable assistance to the Successful bidder in disposing of the claim.

The Successful bidder shall also be liable to indemnify PNB, at its own cost and expenses, against all losses/damages, which PNB may suffer on account of violation by the Successful bidder of any or all national/international trade laws, norms, standards, procedures etc.

The successful bidder shall be liable to indemnify PNB, at its own cost and expense, in respect of any losses sustained or suffered by any third party, on account of breach of any stipulation of this agreement by the successful bidder or any negligent or fraudulent act or omission by successful bidder in course of fulfilling its obligations under the RFP.

40.6. Prices

The bidder shall indicate Price in **ANNEXURE - G** giving therein total **bid price for 200 applications. These prices will be applicable for minimum 1 year.**

Price will be quoted including all costs except GST.

No escalation in price quoted is permitted for any reason whatsoever. Prices quoted must be firm till the complete execution of the contract.

If the prices quoted in figures and words have any discrepancy, the rates given in words will be considered.

40.7. Payment Terms

- a) The payment for the Audits will be done on actual basis (Number of Audits completed) in phased manner as under:
 - i) After scanning and submission of reports of all the applications invoice of 70% of contract value will be paid.
 - ii) Rest invoice of 30% of contract value will be paid after submission of final reports after revalidation / compliance testing.
- b) Bank is not bound by minimum number of audits that are to be allotted to the successful bidder
- c) No escalation in the costs / Fees / charges of services rendered by IS Auditor is permitted for any reason whatsoever.
- d) Prices / Fees / charges agreed between the Parties shall remain firm till the complete execution of this Agreement.

40.8. Taxes and Duties

The Bank shall not be responsible to pay any taxes including corporate tax income tax, license fees, duties etc. except GST as applicable in connection with delivery of the services at site by the IS Auditor.

- a) Wherever the applicable laws and rules & regulations made thereunder require deduction of such taxes at the source of payment, the bank shall effect such deductions from the payment due to the IS Auditor. The remittance of amount so deducted and issue of certificate for such deductions shall be made by the bank as per the laws and regulations in force.
- b) GST if any, which shall be applicable, be clearly mentioned separately in the invoice. Invoice shall be issued in compliance of the GST regulations.
- c) Nothing in the Agreement shall relieve IS Auditor from its responsibility to pay any tax that may be levied in India on income and profits made by IS Auditor in respect of this Agreement.

40.9. Delays in the Performance

The Successful bidder must strictly adhere to the audit schedule, as specified in the contract in the performance of the obligations and any delay in this regard will enable PNB to resort to any or all of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the agreement fully or partly and claim liquidated damages.
- iii. Imposing penalty.

40.10. Penalty

Delayed start of audit, delayed completion of audit and Delayed submission of report as per agreed terms defined in scope of audit will attract penalty of 3 % per week and part thereof. The amount of penalty will be calculated on the basis of total amount payable for audits delayed / not completed during that tranche (Total number application(s) for which audit is delayed / not completed X Unit Cost of Audit) and maximum up to 15% of the total contract value. If the report is not submitted within 10 days of stipulated timeline for each tranche, the bank may cancel the order.

In addition to the above, the Successful bidder will be liable to pay PNB, liquidated damages (LD) due to any deficiency in performance or all the obligations under the contract, 1% of Contract value per week maximum upto 10 % of the Contract value will be charged. This condition will not be applicable for reasons attributable to PNB as well as Force Majeure, though the onus of proving the same lies with the Successful bidder.

PNB will have the rights to recover the liquidated damages, if any, from any amount payable to the Successful bidder.

40.11. Correspondences

PNB and the successful bidder shall nominate a Project Manager each immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the IS Auditor should have prior experience (minimum 5 Years) in implementing similar systems in the past and should be a qualified professional.

40.12. Successful bidder's Obligations

The obligations of the successful bidder include, but are not limited to the following:

- a) The successful bidder shall abide by the job safety, customs and immigration measures prevalent and laws in force in India, and shall indemnify PNB against all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful bidder shall pay all indemnities arising from such incidents and shall not hold PNB responsible or obligated.
- b) The successful bidder is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Agreement and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Agreement.
- c) The successful bidder is obliged to work closely with Bank's staff, act within its own authority, and abide by directives issued by Bank that are consistent with the terms of the Agreement. The successful bidder is responsible for managing the activities of its personnel, and shall hold itself responsible for any misdemeanors and shall indemnify the Bank for losses that it may incur due to such misdemeanors of the staff/personnel engaged by it.
- d) The successful bidder shall be solely responsible for the performance of the contract to the satisfaction of the Bank.
- e) The successful bidder shall have in place contingency plans to ensure business continuity for the Bank. In case the IS Auditor is not able to provide the services then the Bank will have the right to use the services of other parties as it deems fit.

40.13. Contract Amendments

Any change in any clause of the Agreement which shall modify the purview of the Agreement within the validity and currency of the Agreement shall be deemed as an Amendment. Such an Amendment shall be made and be deemed legal only when the parties to this Agreement provide their written consent about such an amendment, subsequent to which an addendum to the Agreement is duly signed by the parties and which shall be construed as a part and parcel of this Agreement.

40.14. Extension of Bank Guarantees

The Bidder shall be responsible for extending the validity date and claim period of all the bank guarantees as and when it is due. PNB shall invoke the guarantee before expiry of validity if work is not completed and the guarantee is not extended, accordingly.

40.15. Adherence to Standards & Right of Audit / Visit

The successful bidder shall agree that it shall adhere to and ensure the compliance of laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities etc.

The successful bidder shall agree that the Bank and Regulatory bodies such as RBI have a right itself or through a Consultant to conduct audit/ongoing audit or visit the office locations of the selected IS Auditor. The cost of the audit/Consultant shall be borne by the Bank.

The successful bidder shall allow the Bank or regulatory authorities, their authorized personnel, their auditors (internal and external) and/or other statutory authorities an unrestricted right to inspect and audit the operations and records related to the services under this Agreement.

40.16. Extension of Contract Period

Bank at its own discretion may extend the contract period up-to four quarters on same rates, terms & conditions after expiry of the contract period of two years.

40.17. Variation

Any upward variation up to 15 % in the number of audits covered under the scope of audit shall be covered under the contracted price and no additional cost shall be payable. Bank & Successful bidder may negotiate the additional prices for variation above 15% and maximum up to 25%.

The bank is entitled to withhold (deduct) from the purchase price or any other amount, which is due to successful bidder from agreement.

40.18. Subcontracting

No Subcontracting / Franchisee of the services that IS Auditor is obligated to discharge under this Agreement shall be permissible in any manner whatsoever.

40.19. Course of Audit

The Bank at its discretion, may attach it's IS audit team with the IS Audit Team of Selected bidder during the conduct of the Audits. The scope of work also includes extending training to our IS Audit Team, twice a year, and to share with them all the formats, Check lists, scoring sheets, scripts etc. that will be used during the process of audit.

40.20. Signing of pre contract integrity pact

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **ANNEXURE – M**.

40.21. Compliance of Labour Laws

Successful bidder shall be responsible for compliance of all applicable laws, rules, regulations, as may be amended from time to time, and ordinances applicable in respect of its employees and agents (including but not limited to Minimum Wages Act, Provident Fund laws, Workmen Compensation Act etc.). IS auditor shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to them from time to time, including records and returns as applicable under labour legislations.

Successful bidder shall pay to its employees/personnel, who are engaged for providing the Services to the Bank, all wages, salaries, remuneration, terminal benefits, other benefits etc of any kind including, but not limited to, salary in lieu of notice, retrenchment compensation, bonuses, leave salary, provident fund, gratuity, Employees State Insurance contributions and other contributions directly to the Authorities concerned in accordance with the terms of contract of their employment / law applicable and the Bank shall not be liable in this regard either to IS Auditor or to its personnel in any manner whatsoever.

40.22. Compliance to Regulations of Reserve Bank of India, Cert-In / Other Regulatory bodies and agencies

The Successful bidder shall also undertake to comply with all the requirements of the regulatory & statutory guidelines of Reserve Bank of India, Cert-In and any other appropriate agencies as regards Information Systems security standards issued from time to time.

ELIGIBILITY CRITERIA OF THE BIDDER

(To be provided on letter head of Bidder)

Sr. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	STATUS (YES/NO)
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership firm registered under LLP Act, 2008, operating in the field of IS Audit for at least 3 years as on the date of RFP	Copy of the certificate of incorporation issued by The Registrar of Companies / Partnership Deed etc.	
2	The bidder should have an average annual turnover of Rs.1 (One) Crore or more for the last two financial years (FY: 2020-21, 2021-22) from its Indian Operations and should be in net profits in last one financial year (FY: 2021-22) as per audited financial statements. Note: If Audited balance sheet for FY: 2021-22 is not available, the audited Balance sheet for FY: 2019-20 may be provided and the company should be in net profit in last one financial year (FY: 2020-21) as per audited financial statements.	Turnover certificate from CA (Annexure - D) and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last two Financial years i.e. FY: 2020-21, 2021-22	
3	Should have been empanelled / engaged by at least one Scheduled Commercial Bank, in last five financial years for conducting IS Audit.	Satisfactory Performance / Work completion certificate from the Clients / Copy of Purchase Order / copy of SLA with the client	
4	The bidder should have qualified professionals with CISA / CISM / CEH / CISSP certification and should have at least 5 auditors having industry standard certifications such as CISA / CEH / CISSP / CISM on permanent roll of the organization. The professionals to be engaged with the Bank must be certified as above and should have IS Audit Experience of 2 years or more and should be on permanent roll of the organization to cover given scope with due professional care & to provide deliverables. A declaration stating the number of auditors, their experience and copy of certifications will have to be submitted who will be deputed for the audits to be submitted.	Undertaking to be provided as per Annexure – B & Annexure - L along with the copy of certificates	
5	Bidder must submit a detailed statement of facts and profile of company including year of commencement of business, Internet site details and name and title of the authorized signatory for their Bid and their contact numbers and e-mail address.	Detailed profile of the organization	

6	Should have a local representing offices at Delhi / NCR location	Details of the office (s) to be provided in the profile of the bidder	
7	Should not have been blacklisted by any nationalized Bank / RBI / IBA or any other Government agency from offering such audit services/solutions to them. Bidder must give an Undertaking to this effect.	Undertaking to be provided as per Annexure - C	
8	Should be empanelled with Cert-In, Govt. of India for Security Auditors with a valid certificate of empanelment as on date of submission of bids. De-empanelment by the Cert-In may lead to termination of the work contract.	Certificate / Letter / Confirmation of empanelment from Cert-In	

NOTE:

1. For all eligibility criteria as stated above, the date of RFP is the date on which the RFP is published.
2. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
3. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
4. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
5. Bidders to submit relevant documentary evidence for all parameters mentioned.
6. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
7. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
8. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

ANNEXURE – B

(To be provided on letter head of Bidder)

**Number of auditors having minimum experience as defined under Para
6 (d) to be deployed for audit**

Sr. No.	Activities	Number of team members who will be deployed for Conducting Audit, Draft Discussion & Report Compilation	
1	APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)	CISA	
		CCIE Security	
		SCSECA/OCE	
		OSCP	
		CISM	
		CEH	
		CISSP	
		Other (Please specify)	

Details of team members to be provided as per ANNEXURE - L

Date:
Place:
Signature of Authorized Signatory:
Name of Signatory:
Designation:
Telephone / Mobile No:
Seal of Company

UNDERTAKING – 1

(To be provided on letter head of Bidder)

To,
The Dy. General Manager
IS Audit Department
Inspection and Audit Division
Punjab National Bank, Head Office
Plot No 5, Institutional Area
Sector 32, Gurgaon- 122001

Date:

Dear Sir,

REG: RFP FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR SECURITY CUM FUNCTIONAL AUDITS / PRE- LIVE AUDITS

- a) We hereby confirm that all the requirements as enumerated in RFP as per requirement of the Bank have been included in the commercial bid. Further, we hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP. We understand that any deviation may result in disqualification of bids.
- b) We undertake to depute adequate number of auditors, with industry standard certifications such as CISA / CEH / CISSP / CHFI / CISM / CGEIT / Sun Certified Security Administrator (SCSECA) / OCE (Oracle Certified Expert – Security Administrator)/CCSP/OSCP/Cisco CCIE-security to cover given scope with due professional care & to provide deliverables within stipulated time.
- c) We undertake that reporting formats should at the minimum include all the requirements as per defined in RFP.
- d) We have the tool which is capable of providing audit report that support dashboard format (subsequent details through links). It is capable of presenting reports sorted on major domains and presentable in pie chart/ graphs. Bank will have the right to use that tool. We shall demonstrate the capability of the tool which shall be used for reporting purpose.
- e) We undertake that we will have legal right to use any third party software if required for audit and under such licenses, in terms set out under any relevant license or sub-license agreement. We will indemnify
- f) the Bank for any and all costs that may arise out of the use of software, in which it is alleged that any rights of the owners of such software have been infringed.
- g) We shall provide Risk Movement for various activities as desired.
- h) We have not been blacklisted by any nationalized Bank/ RBI/IBA or any other Government agency. No legal action is pending against us for any cause in any legal jurisdiction.
- i) No inexperienced / less qualified resource will be deployed for audit. Details of auditor team will be provided to Bank beforehand and will be deputed to assignment only after

Bank's consent. The audit team as informed to the Bank will not be changed without consent of the Bank.

- j) We undertake that adequate number of representatives, as desired by the Bank, shall be provided at locations specified in RFP by the Bank in the.

Deviation to the above if any, the Bidder must provide details of such action (s).

- 1)
- 2)
- 3)

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

ANNEXURE – D**TURNOVER CERTIFICATE**

(To be provided by Statutory Auditor / Chartered Accountant on their letterhead)

REG: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at _____ has the following Turnover, Net Profit / Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2020-21 & 2021-22.

Financial Year	Turnover	Net Profit / Loss	Net Worth	Turnover from IS Audit Activities
2020-21				
2021-22				

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

UDIN:

Designation:

Seal of company:

Email ID:

Telephone / Mobile No.:

Seal of Company

Performance Bank Guarantee Form

Date:

To,
The Dy. General Manager
IS Audit Department
Inspection and Audit Division
Punjab National Bank, Head Office
Plot No 5, Institutional Area
Sector 32, Gurgaon- 122001

Dear Sir,

PERFORMANCE BANK GUARANTEE – REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)

WHEREAS

M/s. (name of Auditor), a company/Firm registered under the Companies Act, 1956,(as applicable) having its registered and corporate office at (address of the Auditor), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), entered into a Agreement dated.....(hereinafter , referred to as “the said Agreement”) with you (Punjab National Bank) for conduct of information system audit as detailed in the said Agreement.

We are aware of the fact that in terms of sub-para (...), Section (...), Chapter (...) of the said Agreement, our constituent is required to furnish a Bank Guarantee for an amount Rs.....(in words and figures), being 3% of the Contract Price of Rs..... (in words and figures), as per the said Agreement, as security against breach/default of the said Agreement by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Agreement with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably

Guarantee you as under:

- I. In the event of our constituent committing any breach/default of the said Agreement, which breach/default has not been rectified within a period of thirty (30) days after receipt of written notice from you, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs..... (in words and figures) without any demur.
- II. Notwithstanding anything to the contrary, as contained in the said Agreement, We agree that your decision as to whether our constituent has made any such default/s/

breach/es, as afore-said and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

- III. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Purchase Agreement until the completion of the contract.
- IV. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we have an obligation to honour the same without demur.
- V. In order to give full effect to the guarantee contained herein, we (name and address of the bank), agree that you shall be entitled to act as if we were your principal debtors in respect of your claims against our constituent. We hereby expressly waive all our rights of surety ship and other rights, if any , which are in any way inconsistent with any of the provisions of this Performance Bank Guarantee.
- VI. We confirm that this Performance Bank Guarantee will cover your claim/s against our constituent made in accordance with this Guarantee from time to time, arising out of or in relation to the said Agreement and in respect of which your claim is lodged with us on or before the date of expiry of this Performance bank guarantee, irrespective of your entitlement to other claims, rights and relief, as provided in the said Agreement.
- VII. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
- VIII. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you (Punjab National Bank).
- IX. This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure the benefit to you and be available to and be enforceable by you.
- X. Notwithstanding anything contained hereinabove, our liability under this Performance bank guarantee is restricted to Rs.....(in words and figures) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the afore-said date of expiry of this guarantee.
- XI. We hereby confirm that we have the power/s to issue this Guarantee in your favour and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in his/their favour.

XII. We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence of facility, extended to our constituent to carry out the contractual obligations as per the said Agreement, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein :

- a. Our liability under this Performance Bank Guarantee shall not exceed Rs..... (in words and figure)
- b. This Performance Bank Guarantee shall be valid only up to and
- c. We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before

This Performance Bank Guarantee must be returned to the bank upon expiry of the claim period as under (c) above. If the Performance Bank Guarantee is not received by the bank within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

Dated This day..... 2022

Yours faithfully,

For and on behalf of theBank,

(Signature)
(Designation)
(Address of the Bank)

Note:

- a) This guarantee will attract stamp duty as a security bond.
- b) A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

TECHNICAL BID FORM
(To be provided on letter head of Bidder)

Date:

To,
The Dy. General Manager
IS Audit Department
Inspection and Audit Division
Punjab National Bank, Head Office
Plot No 5, Institutional Area
Sector 32, Gurgaon- 122001

REG: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)

Dear Sir,

Having examined the RFP Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to conduct Information System audit in conformity with the said RFP Documents and hereby undertake that we accept all the conditions of the contract as per the Bidding Document and will audit the complete systems (Hardware, Software etc.) as per the Technical Specifications of the bidding documents. We further undertake that we fulfill the Minimum eligibility criteria stated in Chapter 2 clause 2.2 and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required "Bid Security Declaration" in the required format are furnished with this bid form.

We further undertake, if our bid is accepted, to execute the audit assignment in accordance with the requirements and the delivery schedule as mentioned in the Schedule of Requirements.

If our bid is accepted, we will obtain the guarantee of a bank in the form prescribed by you for a sum equivalent to 3% of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for the Bid validity period specified in section 3.2.9. of the INSTRUCTION TO BIDDERS and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act. We understand that you are not bound to accept the lowest or any bid you may receive.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

COMMERCIAL BID FORM

Date:

To,
 The Dy. General Manager
 IS Audit Department
 Inspection and Audit Division
 Punjab National Bank, Head Office
 Plot No 5, Institutional Area
 Sector 32, Gurgaon- 122001

Dear Sir,

REG: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)

We undertake to conduct source code review of applications (web / mobile) as per detailed scope of audit in RFP at a cost of:

Sr. No.	Particulars	Cost per Application (A)	Approximate No. of Applications to be audited (B)	Total Estimated Cost, Amount including all expenses excluding GST (A*B=C)
1	APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)	XXX	200	XXX

We hereby understand and declare that the commercial evaluation will be done on the basis of **Total Estimated Cost, Amount including all expenses excluding GST**. Payment for assignments will be on rate contract basis for the actual work done, i.e. actual number of source code reviews conducted.

We understand that these prices will be applicable for minimum 1 year. We undertake to perform the audit on the quoted price and terms and conditions.

We, hereby undertake that we accept all the conditions of the contract of the Bidding Document and will execute the audit work as stipulated in RFP. We further undertake that we fulfill the Eligibility requirement and for this purpose we enclose the details. In addition to this, the particulars of our organization such as legal status, principal place of business, details of experience and past performance, service support details, capability statement and the required "Bid Security Declaration" in the required format are furnished with this bid form.

We further undertake, if our bid is accepted, to conduct Source Code Review in accordance with the said bidding document.

If our bid is accepted, we will submit the guarantee of a bank in the form prescribed by you for a sum equivalent to 3% of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for the Bid validity period specified in Chapter 2, INSTRUCTION TO BIDDERS and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that cost of all the factors required for Source Code review as per RFP have been included in the commercial bid. Further, we understand that Bank reserves the right to use reverse auction method.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

UNDERTAKING – 2
(To be provided on letter head of Bidder)

To,

Date

The Dy. General Manager
IS Audit Department
Inspection and Audit Division
Punjab National Bank, Head Office
Plot No 5, Institutional Area
Sector 32, Gurgaon- 122001

Dear Sir,

**REG: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS
AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB
/ MOBILE)**

We understand that

- a) You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- b) We understand that Bank has option to go for Reverse Auction for finalization of lowest bidder
- c) If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof, shall constitute a binding contract between us.
- d) If our bid is accepted, we are responsible for the due performance of the contract.
- e) You may accept or entrust the entire work to one vendor or divide the work to more than one vendors without assigning any reason or giving any explanation whatsoever.
- f) Vendor means the bidder who is decided and declared so after examination of commercial bids/after reverse auction.

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

GUIDELINES FOR REVERSE AUCTION

Initiation on the Bid Process

Opening bid price and bid decrements will be intimated at the start of the bidding process by the means of on-line messages. In case of not receiving the details, the supplier has to inform PNB system administrator one hour before the scheduled event time through email and request for the details.

Opening Price

Opening price is the upper/ceiling price of the contract value fixed by PNB for the lot/item. Suppliers can bid only lower than the opening price in case of Reverse Auctions (Bid price would be based on the total price arrived at multiplying specified quantities with unit rates and summing up for the entire requirement).

Auction Types

Bank may either go for *Price Base Auction* when the price quoted by each bidder is shown to all the participants or *Rank Base Auction* when only rank of the particular bidder is visible instead of price.

Alias Name

Each bidder will be given a unique alias name, generated by the system and informed by system generated email. Bidders can see the bids of other suppliers but the real name will not be visible on the screen. Complete, schedule of the auction will be intimated through a system generated emails to the participating suppliers. Flash messages between the event and at the end of the events. The normal duration of Reverse auction will be 1 hour (60 minutes) with provision of auto extension as per auction rules to be decided by Negotiation Committee before start of auction. The Bid Extension rules shall be governed after the expiry of the Auction Time earlier set & decided before start of Event. In the event a bidder is placing his bid in last 5 minutes of the scheduled end time of the event, the event will get automatically extended for next 5 minutes infinitely. The auction time will get automatically extended so as to allow other the bidder an opportunity to supplier to participate and give better offer to win the bid. In the event of any typographic error while posting the bid, the auction would still get extended so as to allow the bidder an opportunity to correct the mistake. Screen will refresh automatically in every seven (7) second. It is recommended to manually refresh screen by pressing F- 5 from keyboard, if no changes are seen on screen for unusual period.

Bid Decrement

Bid Decrement is the minimum fixed amount by which, or by multiples of which, the next bid value can be decreased. Bid decrement is usually calculated 0.25% of the opening price. However, PNB reserves the right to decide appropriate bid decrement factor. Bidders should enter the next bid price considering the Bid Decrement, with reference to self-bid for Rank Auction and L1 bid with reference to Price Auction. However, in no case would the system accept modification to a higher value.

Auto Bid

Auto Bid is disabled from the start time of bidding.

Surrogate Bidding

Surrogate bidding is not allowed.

Price Break Up

Bidders are required to submit the price break up of the final bid price just after the event on to the formats/ price breakup sheet.

Price Variation Factor

If a bidder quoting higher prices, higher by more than **40%** as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process.

Mistake Proofing

If a bid placed X times below or higher of the bid decrement / increment as decided by PNB, a warning message will be flashed on screen to confirm the placed bid, Bid once placed will not be deleted in any circumstances and the supplier will be bound to deliver the item on the quoted bid.

The following term and conditions are deemed as accepted by vendor on participation in the bid event

Bidders/ participants are deemed to have accepted the auction rules on participation at the bid event. Participation in a bid event is by invitation from PNB. Any other supplier does not automatically qualify for participation. PNB will make every effort to make the bid process transparent. However, the award decision by PNB would be final and binding on supplier.

1. Bidders agrees to non-disclosure of trade information regarding the purchase, identity of PNB, bid process, bid technology, bid documentation and bid details.
2. Bidder cannot change price or quantity or delivery terms (or any other terms that impact the price) post the bid event.
3. Deed to furnish the item rate form within the stipulated time after the bid event.
4. Bidder cannot divulge either his bids or those of other suppliers to any other external party.
5. Technical and other non-commercial queries (not impacting price) can be routed to the respective PNB contact personnel indicated in the RFP.
6. Bidder is advised that he will understand auto bid process is to safeguard them in case of technical failure. Inability to bid due to telephone line glitch, Internet response issues, software or hardware hangs will not be the responsibility of PNB.
7. Bidder should be prepared with competitive price quotes on the day of the bidding event. Participate in the online bidding event as per the schedule. Submit the item wise price break up for all the items as per his last bid price in the stipulated time as per the schedule immediately after the online sourcing event. The bidder has to necessarily quote for all the items listed in the BOQ. In case of incompleteness of the bid, same may be rejected.

8. NOTE:

- 1) If two or more bidders are technically eligible, we may also initiate the process of reverse auction
- 2) Bank reserves the right to hold Reverse Auction /or call L-1 bidder for negotiation.

COMPLIANCE STATEMENT
(To be provided on letter head of Bidder)

DECLARATION

We hereby undertake and agree to abide by all the terms & conditions and Scope of audit stipulated by the Bank in the RFP including all annexure, addendum and corrigendum.

Date:
Place:
Signature of Authorized Signatory:
Name of Signatory:
Designation:
Telephone / Mobile No:
Seal of Company:

ANNEXURE K**IS AUDIT ASSIGNMENTS**
(To be provided on letter head of Bidder)

Organization / Website / Address	IS Audit scope (Attach copy of PO/ completion / Performance Certificate / SLA etc.)	Date/ Period when conducted	Data center located at	Number of remote branch/ locations/ offices connected to data center

Date:**Place:****Signature of Authorized Signatory:****Name of Signatory:****Designation:****Telephone / Mobile No:****Seal of Company:**

ANNEXURE L

(To be provided on letter head of Bidder)

Professional's details: The structure should clearly indicate if the member is part of (a) the Governance Structure or (b) the team proposed to be deployed for the Source Code Review. The information should distinguish the teams clearly.

Sr. No.	
Name	
Designation	
Educational Qualification	
Certifications/Accreditations	
Total Experience (in years)	
Since when in the bidder organization	
Conducted IS audit of organization(s) with brief scope and when conducted	
Role, which may be given by bidder in the assignment	
Employee profile (Domain specific and others e.g. Banking, Ethical Hacking, Sun Solaris security, Oracle DB Security, Networking Security etc.).	
Whether Member is part of the team proposed to be deployed for the Source Code Review (YES/ NO)	

Note:

Attach Copy of Certificates for proof of qualification & Certification copy of qualified professionals

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

PERFORMA FOR INTEGRITY PACT

To,
The Dy. General Manager
IS Audit Department
Inspection and Audit Division
Punjab National Bank, Head Office
Plot No 5, Institutional Area
Sector 32, Gurgaon- 122001

**SUBJECT: SUBMISSION OF TENDER FOR APPOINTMENT OF EXTERNAL IS AUDITOR
FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB /
MOBILE)**

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness 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 Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of2022.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at _____ (Hereinafter referred

as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND..... (Name and Address of the Individual/firm/Company) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)
Preamble

WHEREAS the Principal / Owner has floated the Tender for (..... Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

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

Article 1: Commitment of the Principal/Owner

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

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the 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/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner 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/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2. If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Asstt. General Manager Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:
 - a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder/Contractor shall not enter with other Bidder(s) 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 cartelize in the bidding process.
 - c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.
3. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
4. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
5. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
6. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.
7. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- 2) Forfeiture of EMD/Performance bank guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance bank guarantee and Security Deposit of the Bidder/Contractor.
- 3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- (i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- (ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.
- (iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time,

the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

Article 7-Independent External Monitor (IEM)

- 1.The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) Sh. Deepak Anurag (IA & AS Retd., Mob no. 9810676339, anuragd@cag.gov.in) and Dr. Sharat Kumar Acharya (Ex. CMD, NLC India Ltd., Mob. No. 9442118060, sarat777@rediffmail.com) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2.The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD & CEO, Punjab National Bank.
- 3.The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4.In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.
- 5.As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.
- 6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) The word "IEM" would include both singular and plural.
- 8) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.
2. Changes and supplements need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

REFERENCE DATA SHEET
(To be provided on letter head of Bidder)

Sr. No.	Organization	Contact Person	Details of Contact Person (Mobile / Email / Designation)

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

LITIGATION CERTIFICATE

(To be provided by Statutory Auditor / Chartered Accountant on their letterhead)

REG: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)

This is to certify that M/s_____, a company incorporated under the companies act, 1956 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.

Date:

Place:

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

BID SECURITY DECLARATION
(To be provided on letter head of Bidder)

We, M/s _____ do hereby declare that if we withdraw or modify the bids during period of validity of the bid or if we fail to sign the contract after awarding of contract or fail to submit a performance security before the deadline defined in the RFP document, we will be blacklisted.

Thanking You,

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

Note: This declaration is to be submitted by Micro & Small Enterprises (MSEs) & Start-up bidder recognized by DIPP.

UNDERTAKING FOR LABOUR LAW
(To be provided on letter head of Bidder)

**REG: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS
AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS
(WEB / MOBILE)**

We, M/s _____do hereby confirm that we comply with

all the provisions under Labor Law guidelines issued by Government of India. We also confirm

that we shall comply with all future applicable provisions of Labor Laws issued by Govt. of India from time to time during contract period.

This declaration is being submitted and limited to in response to the tender reference mentioned in this documents.

Thanking You,

Yours faithfully,

Date:

Place:

Signature of Authorized Signatory:

Name of Signatory:

Designation:

Telephone / Mobile No:

Seal of Company:

UNDERTAKING for GFR 2017 Compliance

(To be provided on letter head of Bidder)

REG: REQUEST FOR PROPOSAL (RFP) FOR APPOINTMENT OF EXTERNAL IS AUDITOR FOR CONDUCTING SOURCE CODE REVIEW OF APPLICATIONS (WEB / MOBILE)

We M/s _____, have directly participated in the captioned RFP and hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

The following is the details of Share Holding structure of our Company and our Parent Company:

Bidder Name:**Registered Address of the Bidder:**

Shareholding structure of the Bidder as on 31.03.2022		
%age of shares held	Name of holding Company / Individual	Registered Address of the share holding company/Individual

Bidder's Parent Company &/ Owner/Beneficial Owner Name:**Registered Address of the Bidder's Parent Company:**

Shareholding structure of the Bidder's Parent Company as on 31.03.2022		
%age of shares held	Name of holding Company/Individual	Registered Address of the shareholding company/Individual

If at any time our undertaking is found false or non-compliant with the above order of the Ministry of Finance, Bank may immediately terminate the contract and may take legal action in accordance with the law.

Date:**Place:****Signature of Authorized Signatory:****Name of Signatory:****Designation:****Telephone / Mobile No:****Seal of Company:**

ANNEXURE S

Check list for the Documents to be submitted mandatorily as part of Technical Bid
(To be provided on letter head of Bidder)

DOCUMENT	PARTICULAR	STATUS (YES/NO)	PAGE NO.	
			FROM	TO
Company Details	Brief Profile			
Audited Balance Sheets	Copy of balance sheets for period mentioned at Clause 6 / ANNEXURE A			
Authorization Letter of signatory	Power of Attorney for authorized signatory, duly attested by notary public / Board Resolution.			
ANNEXURE A	Minimum eligibility criteria			
ANNEXURE B	Number of Auditors			
ANNEXURE C	Undertaking 1			
ANNEXURE D	Turnover Certificate			
ANNEXURE E	Performance Bank Guarantee			
ANNEXURE F	Technical Bid Form			
ANNEXURE H	Undertaking 2			
ANNEXURE J	Compliance Statement			
ANNEXURE K	IS Audit assignments			
ANNEXURE L	Professional Details			
ANNEXURE M	Integrity Pact			
ANNEXURE N	Reference Data Sheet			
ANNEXURE O	Litigation Certificate			
ANNEXURE P	Bid Security Declaration			
ANNEXURE Q	Undertaking for Labour Law			
ANNEXURE R	Undertaking for GFR 2017 Compliance			
ANNEXURE S	Checklist of Documents			

Commercial bid (On-Line)

Sr. No.	Documents
1.	Commercial bid as per ANNEXURE- G (only on-line submission required)

Date:**Place:****Signature of Authorized Signatory:****Name of Signatory:****Designation:****Telephone / Mobile No:****Seal of Company:**