

Request for proposal

(from empaneled vendors)

for

Audit and performance analysis of the In-scope CBS infrastructure under MSA 2012

Tender No.: PSB/RFP/141/2019-20

Date: 14.10.2019



PUNJAB & SIND BANK

Head Office Information Technology Department

**Second Floor, Plot No 151, Sector 44
Gurugram, Haryana, Pin 122003**

INDEX

S. No.	Detail	Page No.	
		From	To
1	Key Information about Tender	3	4
2	Introduction	5	5
3	Disclaimer	6	6
4	Chapter 1 – Instructions to Bidders	7	17
5	Chapter 2- Terms and Conditions	18	21
6	Chapter 3 - Scope of Work	22	25
7.	Annexures /Formats	26	36

KEY INFORMATION

Particulars	Details
Tender Number	PSB / HOIT /RFP/141/2019-20
Tender Title	Request for proposal (from empaneled vendors) for Audit and performance analysis of the In-scope CBS infrastructure under MSA 2012
Bid Security (EMD)	Rs.1,00,000/- (Rs. One Lac only)
Bid Validity	90 days
Date of Publishing the tender on Bank's Website	14.10.2019 13:00 Hrs
Last Date for submission of Pre-Bid Query	17.10.2019 14.00 Hrs (queries must be mailed to hoit.tenders@psb.co.in only quoting tender reference number 'PSB / HOIT /RFP/141/2019-20' in the subject)
Last Date and Time of opening sealed indicative Commercial Bids	23.10.2019 15:00 Hrs
Place of Opening of Bids	Punjab & Sind Bank Second Floor Information Technology Department Plot No 151, Sector 44 Gurugram, Pin 122003
Contact Persons for any clarifications/ Submission of Bids	Partha Sarathi Das, Manager (IT)
Contact Numbers	9774044797

Information for Online Participating

This Tender will follow e-Tendering process which will be conducted by Bank's authorized e-Tendering Service Provider M/s C1 India Pvt. Ltd. through website: <https://psb.eproc.in>

Following activities will be conducted online through the above website:

1. Access to RFP document including all Annexures
2. Addendums to the RFP
3. Submission of indicative Commercial Bid by the Bidder
4. Opening of Technical Bid & indicative Commercial Bid by the Bank
5. Announcement of results, if any

Instructions:

1. Bidders who wish to participate will have to register with the website (<https://psb.eproc.in>). Bidders will be required to create login id & password on their own in registration process.
2. Bidder who wish to participate in this tender need to procure ClassIII Digital Signature Certificate (With Both DSC Components, i.e. Signing & Encryption) from any of the licensed Certifying Agency. Bidders can view the list of licensed CA.s from www.cca.gov.in.
3. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: psbsupport@c1india.com Ph: 0124-4302033/36/37

INTRODUCTION

Punjab & Sind Bank, one of the leading nationalized Banks of the country, has a national presence through a widespread network of 1500 plus branches all networked under Centralized banking Solution. It also has a network of more than 1200 plus ATM(s) spread across the country including onsite and offsite ATMs as well. With more than 111 years of customer services, the Bank has a large satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the bank has been a frontrunner in implementing various IT enabled products. Bank's Data Centre (DC) located at Mumbai and Disaster Recovery Centre (DR) located at Greater Noida. The complete address is as below:

Data Center Site	Disaster Recovery Site	Near Data Recovery Site
Sify technologies 5th floor , Tower no 2 , vashi railway station , Vashi : 400003	Plot No 2,3,4, Knowledge Park-4, IT Park, Near Delta I, Gautam Budh Nagar, Greater Noida, 201308	6th Floor, Reliable Plaza, K-10, Kalwa Industrial Area, Airoli, Thane, Navi Mumbai - 400708

DISCLAIMER

- The information contained in this RFP document or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

- This RFP is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- This is not an offer by the Bank but only an invitation to bid in the selection process initiated by the Bank. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder.

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1.1 Minimum eligibility Criteria for the Bidders

The Minimum Eligibility Criteria for the bidder shall be as under:-

S No.	Eligibility Clause	Documents Required
EC-1	Only empaneled vendors selected in the Expression of Interest (E o I) floated by the Bank for Empanelment of Auditors/ Audit Organizations for conducting Audit of Bank's Data Center, Disaster Recovery Site, Applications, IT Network, Independent Assurance of the IS Audit function and other Information Systems Audits for three years vide Tender No: PSB/HOIT/EoI/133/2018-19 Dated:22.03.2019 are eligible.	Letter of selection
EC-2	The audit organisation should deploy auditing team having "auditing experience" of minimum 3 years, after the date of related qualification. The team should include at least one CISA/CISM/CISSP qualified professional throughout the audit period.	List of personnel conducting the Audit with their qualification. Bidder is required to provide the HR Undertaking specifying that due background verification has been carried for the all the resources deployed on the Project.

1.2 Language of the Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and The Bank shall be in English language only.

1.3 Bidding System

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization must sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The photocopy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.

2. The bidder shall submit his response to the present tender in the **‘The Indicative Commercial Bid’**. The indicative Commercial bid will contain the pricing information. L1 Bidder will be selected post reverse auction.
3. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
4. Bid documents shall be submitted in a Single sealed envelope, including Demand Draft/Purchase Order towards Bid Security (EMD) and other required documents as mentioned in the tender and a sealed envelope containing indicative commercial Bid, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid document should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted Bid Documents should be serially numbered with the bidder’s seal duly affixed with the signature of the authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.
5. The Bids containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be filled in. Correct technical information of the product being offered must be filled in.

1.4 Formation of Bid

The bid must be made in an organized and structured manner. The Bid should be properly sealed and marked as **“Request for proposal (from empanelled vendors) for Audit and performance analysis of the in-scope CBS infrastructure under MSA 2012”**, Tender Reference Number, Bidder’s name and address. The Technical Bid shall contain the following documents: -

S.No.	Documents
1	Tender Covering Letter as per Annexure –I
2	Another Sealed Envelope containing indicative Commercial Bid as per Annexure-II duly labeled as ‘indicative Commercial Bid’ and Tender Reference No., Name of the Bidder.
3	Acceptance of the terms and conditions of RFP (compliance Statement as per Annexure IV)
4	Bid Earnest Money in the form Demand Draft /Pay Order payable to “Punjab and Sind Bank” (Please mention the tender name with year and company name at the back of DD/Pay order.)
5	Copy of Power of Attorney authorizing official for signing the Bid
6	Any other document indicating the feature of the service/product
8	Annexure VI: Compliance for Reverse Auction
9	Annexure VII: Letter of Authority for Participating in Reverse Auction

Note: All Claims made by the Bidder will have to be backed by documentary evidence. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required or to submit the bid not substantially responsive to every aspect will be at the Bidder's risk and may result in the rejection of the Bid.

1.5 Submission of bids

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required or submission of an RFP not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of its response.

Bids duly sealed should be submitted, **in person**, on or before the last Date and Time for bid submission at the address mentioned below. **Bid also required to be submitted electronically as mentioned in KEY-INFORMATION of this document.**

Punjab & Sind Bank,
Second Floor
HO Information Technology Department
Plot No 151, Sector 44
Gurugram, Pin 122003

Any other mode of submission, e.g. by courier, fax, e-mail, etc. will not be accepted.

1.6 Cost of Preparation and Submission of Bid

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

- If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and forfeit the EMD.
- All communications, correspondence will be only to the prime bidder. Any partner/ sub-contractor has to communicate only through the prime bidder. The prime bidder will act as the single point of contact for the bank.
- Bank reserves it right to cancel the order even after placing the Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt. of India in a nature that binds the bank not to take the project forward.

1.7 Late bids

Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected and returned unopened to the Bidder.

1.8 Earnest Money Deposit (EMD)

Non-submission of Earnest Money Deposit as mentioned in **Key-Information** will lead to outright rejection of the Offer. The EMD is to be submitted in the shape of Demand Draft /Pay Order from any scheduled commercial Bank valid for minimum 90 Days from the date of Bid Submission Date.

EMD of unsuccessful Bidders will be returned to them on completion of the procurement process. The EMD of successful Bidder(s) will be returned within 30 days on submission of Performance Bank Guarantee.

The Earnest Money Deposit may be forfeited under the following circumstances:

- a. If the Bidder withdraws its bid during the period of bid validity (180 days from the date of opening of the technical bid).
- b. If the Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- c. In case of Technically qualified /successful bidder, if the bidders fails:
 - To accept the commercial bid submitted.
 - To sign the contract in the form and manner to the satisfaction of the Bank.
 - To furnish performance Bank Guarantee in the form and manner to the satisfaction of the Bank.

1.9 Performance Bank Guarantee

- The successful bidder has to submit the Performance Bank Guarantee from a scheduled commercial bank equivalent to 10% of Total Cost of Ownership (TCO) of the Project, for the due performance of the contract, valid for 6 months. It will be submitted at HO IT Department.
- In case vendor(s) fails to perform, the Bank shall invoke the Bank Performance Guarantee to recover penalty/damages.

1.10 Erasures or Alterations

The Bid should contain no alterations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case corrections should be duly stamped and initialed / authenticated by the person/(s) signing the Bid. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially/conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

1.11 Opening of bids

Indicative Commercial Bid offer will be opened on the date and time mentioned in the bid **'Key-Information'** in the presence of the Bidders who choose to attend on the said date and time.

During evaluation of the Bids, the Bank at its discretion may ask a bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

1.12 Evaluation Process of the Bids

The Evaluation will be a single-stage process:

1. Commercial Evaluation - (Bidding through reverse auction)

1.12.1 Preliminary Scrutiny

- a. The Bank will determine the responsiveness of each Bid to the Bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee, Eligibility Criteria, will be deemed to be a material deviation.
- b. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- c. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

1.12.2 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder.

The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to The Bank.

1.12.3 Commercial Evaluation

The commercial bid evaluation will be carried out by opening sealed indicative commercial bids. After that, based on the indicative commercial bids, reverse auction will be conducted. Post reverse auction, the bidder with the lowest commercial proposal will be designated as L1 Bidder.

Reverse Auction

The Bank shall conduct the reverse auction on total cost of ownership of the project and the price so obtained after closure of Reverse Auction shall be considered for Commercial Evaluation. Bidders must submit final itemized price to the Bank within 48 hours of closure of Reverse Auction process.

Business Rules for Reverse Auctions

Applicability

Reverse auctions are carried out under the framework of rules that are called Business Rules.

1. All bidders participating in reverse auction shall understand/accept and give an undertaking for compliance with the same to the Bank in the prescribed format "Annexure VI: Compliance for Reverse Auction".
2. Any bidder not willing to submit such an undertaking shall be disqualified for further participation in the e-procurement process in question.

Compliance/Confirmation from Bidder

The bidders participating in reverse auction shall submit the following documents duly signed by the same Competent Authority who signs the offer document in response to the RFP:

Acceptance of Business Rules for Reverse Auction and undertaking as per format in Annexure VI: Compliance for Reverse Auction.

Training to bidders

1. The Bank may facilitate training for participation in reverse auction either on its own or through the service provider for the reverse auction.
2. On request where necessary, the Bank/service provider may also conduct a 'mock reverse auction' to familiarize the bidders with reverse auction process.
3. Any bidder not participating in training and/or 'mock reverse auction' shall do so at his own risk and it shall not be open for him to make any request / complaint / grievance later.
4. Each bidder shall participate in the training at his / their own cost.
5. The venue, date, time etc. for training in reverse auction shall be advised at the appropriate time.
6. No request for postponement/fixing of training date/time shall be entertained which in the sole view and discretion of the Bank might result in any avoidable delay to either the Reverse Auction or the whole process of selection of bidder.

Date/time of reverse auction

1. The date and time of commencement of reverse auction as also duration of 'Reverse Auction Time' shall be communicated at least 4 working Days prior to such auction date.
2. Any force majeure or other condition leading to postponement of auction shall entitle the Bank to postponement of auction even after communication, but the Bank shall be obliged to communicate to all participating bidders the 'postponement' prior to commencement of such 'Reverse Auction'.

Conduct of Reverse Auction

1. The reverse auction shall be conducted on a specific web portal meant for this purpose.
2. The reverse auction may be conducted by the bank itself or through a service provider specifically identified/appointed/empaneled by the bank.

Transparency in Bids

All bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by him at any point of time during the auction time.

Masking of Names

1. Names of bidders shall be masked in the Reverse Auction process and bidders will be given suitable dummy names.
2. After completion of Reverse Auction, the service provider / auctioneer shall submit a report to the Bank with all details of bid and the original names of the bidders as also the L1 bidder with his / their original names.

Start Price

Reverse Auction process shall commence at and after electronically loading the "START-UP PRICE" based on lowest TCO arrived at after evaluation of indicative commercial bids or lesser than the lowest TCO arrived as evaluated by the Bank.

Decrementing Bid Value

1. The bidders shall be able to bid only at a specified decrement value or multiple thereof and not at any other fractions. The Bid decrement value for each line item or for composite value shall be decided by the Competent Authority depending upon the nature and the value of equipment being procured.
2. For the sake of convenience of bidders, the web portal shall display the next possible decremented value of bid. It is not, however, obligatory on the part of bidders to bid at the next immediate lower level only. (That is, bids can be even at 2 or 3 lower levels than the immediate lower level.)

Reverse Auction Process

1. In order to reduce the time involved in the procurement process, Bank shall be entitled to complete the entire procurement process through a single Reverse Auction or in multiple Reverse Auctions by splitting the items of bill of material in different lots.
2. The Bank shall, however, be entitled to cancel the Reverse Auction process, if in its view procurement or Reverse Auction process cannot be conducted in a fair manner and / or in the interest of the Bank.

The successful bidder shall be obliged to provide a commercials (**ANNEXURE-II**) at the last bid price at the close of auction.

Changes in Business Rules

1. Any change in Business Rules as may become emergent and based on the experience gained may be made by the Bank.
2. Any/all changes made in Business Rules shall be uploaded in the Website of the Bank <https://www.psbindia.com/> immediately.
3. If any reverse auction process has commenced and a change is made in Business Rules, it shall be informed immediately to each bidder participating in the Reverse Auction and his concurrence to/ acceptance of the change shall be obtained in writing by the Bank.

Don'ts applicable to the Bidders

1. No bidder shall involve itself or any of its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the bidders concerned from the e-Procurement process.
2. Bidder shall not disclose details of bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
3. Neither Bank nor service provider/ auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, Loss of electronic information, power interruptions, UPS failure, etc. at bidders' place. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

Errors and omissions:

On any issue or area of material concern respecting e-Procurement not specifically dealt with in these Business Rules, the decision of the bank shall be final and binding on all concerned.

1.13 Address for Submission of Bid and communication

The bidder is required to submit the bids electronically as mentioned in the Key-Information. Along with electronic bids, bids required to be submitted offline as mentioned in the section 1.6(**Submission of bids**). Offers should be addressed to the following office at the address given below:

Assist. General Manager (IT)
Punjab & Sind Bank
Second Floor
Information Technology Department
Plot No 151, Sector 44
Gurugram ,Pin 122003

1.14 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

Bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

1.15 Right to accept any Bid and to reject any or all Bids / cancellation of Tender process

PUNJAB & SIND BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of Purchase Order. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the bidder.

1.16 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigenda or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line item total will prevail
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.

The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the services that would meet the Bank's requirements and quote for the same.

1.17 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website <https://psbindia.com>. However, the Bank shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy.

The softcopy will also be available at the Bank's authorized e-Tendering website:

<https://psb.eproc.in>

1.18 Bid validity period

Bids shall remain valid for 180 (one hundred eighty) days after the date of bid opening prescribed by the Bank. The Bank holds the rights to reject a bid valid for a period shorter than 180 days, without any correspondence. In exceptional circumstances, the Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

1.19 Award of contract

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP.

1.20 Signing of contract

The successful bidder(s) shall be required to enter into a contract with Bank, within seven (7) days of the award of the work or within such extended period, as may be specified by Bank. This contract shall be based on this RFP document (read with addendums /Corrigendum /Clarifications), Purchase order and such other terms and conditions as may be determined by Bank to be necessary for the due performance of the work, as envisaged herein and in accordance with the bid.

However, the terms and conditions of purchase order and RFP shall constitute a binding contract till such a contract is issued.

1.21 Confidentiality of the Bid Document

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

PAGE LEFT INTENTIONALLY BLANK

CHAPTER - 2

TERMS AND CONDITONS

2.1 PRICES AND TAXES

Prices shall be expressed in the Indian Rupees only. The Price quoted should include all the costs involved, services offered, etc. GST will be payable extra at the prevailing rates. TDS shall be deducted, if applicable, as per the rate applicable. The cost will not depend on any variation in USD/£/€ exchange rate.

2.2 PAYMENT TERMS

One time payment will be made by the bank only after completion of audit and performance analysis of in-scope work and final submission of compliance certificate. No part payment will be entertained by the Bank. The invoice will be raised only on acceptance of the report as mentioned in the Scope of work by the Bank.

2.3 DELIVERY PERIOD

The bidder shall be responsible for delivery of the services ordered within 15 days from the date of Purchase order.

2.4 DELAYS IN THE BIDDER'S PERFORMANCE

The bidder must strictly adhere to the implementation schedule, as specified in the purchase contract, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.
- iii. Forfeiting of Earnest Money Deposit / Invoking EMD Bank Guarantee.

2.5 LIQUIDATED DAMAGES / PENALTY

If vendor fails to deliver any or all services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct penalty equivalent to 1% per week or part thereof of Total Cost of Ownership(TCO) subject to maximum deduction of 10 % of the TCO for delay of each week or part thereof.

The Bank is entitled to deduct the penalty from the purchase price or any other amount, which is due to supplier from this contract, or any other contract or by invoking the Bank Guarantee.

The Bank reserves the right to recover the penalty amount by any mode such as adjusting from any payments to be made by the Bank to the Bidder.

2.6 ORDER CANCELLATION

The Bank reserves the right to cancel the contract placed on the selected Bidder and recover expenditure incurred by The Bank under the following circumstances: -

- a. The selected Bidder commits a breach of any of the terms and conditions of the bid and fails to meet agreed uptime.
- b. The Bidder goes into liquidation, voluntarily or otherwise.
- c. An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- d. If the selected Bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The Bank reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
- e. If deductions of account of liquidated damages exceeds more than 10% of the total contract price (TCO)
- f. In case the selected Bidder fails to deliver the quantity as stipulated in the delivery schedule, The Bank reserves the right to procure the same or similar product from alternate sources at the risk, cost and responsibility of the selected Bidder.
- g. The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking The Bank guarantee under this contract.
- h. The Bank reserve its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone.

2.7 AUTHORIZED SIGNATORY

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank about the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank , raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

2.8 FORCE MAJEURE

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics

- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survives termination of the contract.

2.9 CONFIDENTIALITY

The selected vendor acknowledges that all material information which has or will come into its possession or knowledge in connection with this agreement or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to PUNJAB & SIND BANK. The vendor agrees to hold such material and information in strictest confidence and not to make use thereof other than for the performance of this agreement to release it only to employees requiring such information and not to release or disclose it to any other party. The vendor agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non- disclosure of confidential information under this agreement can be fully satisfied.

2.10 OWNERSHIP AND RETENTION OF DOCUMENTS

The Bank shall own the documents, prepared by or for the selected Bidder arising out of or in connection with the Contract.

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

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The Bank /Purchaser in this regard.

2.11 COMPLIANCE WITH STATUTORY AND REGULATORY PROVISIONS

It shall be the sole responsibility of the Vendor to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP.

2.12 LEGAL COMPLIANCE

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder.

2.13 GOVERNING LAW AND RESOLUTION OF DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction meaning and operation or effect of the Contract / Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable national laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject of the exclusive jurisdiction of courts at Delhi and the language of the arbitration proceedings and that of all documents and communication between the parties shall be in English.

The laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law.

The successful bidder(s) shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbiter, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

2.14 CONFLICT OF INTEREST

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

2.15 PUBLICITY

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

CHAPTER - 3

SCOPE OF WORK

3.Auditor roles and responsibilities

The Auditor is required to perform the performance analysis of the in-scope CBS servers, storage and Backup and database on a one-time basis

The auditor's scope is detailed below:

General Review & Assessment

- Review that the Deployed IT Infrastructure is in line with Master Service Contract with the bank in terms of inventory, performance, scalability, licenses etc.
- Review of infrastructure assets and technologies
- Review of installation, placement and configuration for the proposed infrastructure
- Review of Operating system and Database Hardening and document verification of OS/DB Hardening.
- Reviews of Disaster Recovery Plan
- Review of Back up & restore windows
- Review the SLAs are in line with MSA
- Review of the Infrastructure architecture design requirement in compliance with the RFP.
- Review of Installation Procedure and hardware Installation documents.
- Review of Access Control
- Review of Change Management Process
- Additional IT resources (Hardware, software, database, storage etc.) requirements if any for next 1 year to continue business with adequate performance.

Additionally Auditor is required to perform the below performance analysis of in scope infrastructure:

	Performance Analysis for systems		
1	As a part of the Service, Auditor shall carry out performance analysis for application, database and web servers		
2	The Auditor shall ensure that there shall not be any impact on the production servers while running the tools on the said servers.		
3	The Auditor shall provide performance analysis report including recommendations on performance enhancements if any.		
4	The deliverables are as follows:		
	(a) Collect Hardware configuration data.		
	(b) Collect Hardware inventory.		
	(c) Collect 24 hours of baseline data to establish the workloads.		
	(d) Collect system performance workload data for approximately seven (7) days.		
	(e) While gathering data, monitor systems		

	for violations of threshold values.		
	(f) Prepare a performance profile report which may include the following:		
	CPU		
	o Percentage of CPU utilization		
	o Percentage system CPU utilization		
	o CPU run queue		
	o Wait I/O		
	· Disks		
	o Low activity disks		
	o Disk space used by file system		
	o Percentage busy (top 10 disk)		
	o Disk IOPS		
	o Average service time		
	o Disk utilization summary		
	· Memory		
	o Memory utilization summary		
	o Physical memory utilization		
	o Paging memory		
	o Scan rate		
	o Buffer		
	o Swap		
	o Kernel		
	· Network		
	o Collisions		
	o Errors in / out		
	o Packets in / out		
	o Number of network connections		
	o Subnet wise utilization report		
	o Problematic interfaces		
	o Network utilization summary		
	· Workloads		
	o CPU consumption by workload		
	o Physical i/o per workload		
	o Workload processes		
	· Cluster interconnect usage		
	· Check and confirm that the Hardware parameters are in line with industry standards & are in line with the MSA		
	Storage Assessment Service		
5	The Auditor shall perform storage assessment on storage system installed at the Bank's DC and DRC.		
6	Activities to be carried out are as follows:		
	a. Storage configuration analysis		
	· Validate storage configurations		
	· Complete documentation		

	b. Prepare a report covering the following parameters		
	· Storage cache utilization		
	o Cache utilization		
	o Write pending utilization		
	o Side file utilization		
	c. Storage backend utilization		
	d. Controller fault analysis		
	e. Storage parity group utilization		
	f. Storage frontend port utilization		
	g. Host level storage performance analysis		
	· Check storage performance for database and application servers and confirm that the server parameters are in line with industry standards & are in line with the MSA		
	Backup Assessment Service		
7	The Auditor shall perform assessment of the backup infrastructure installed and configured at the Bank's DC, DRC and Near Site.		
8	The key activities carried out will be as follows:		
	(a) List backup servers, primary and DR site		
	(b) List clients at primary and DR site		
	(c) Prepare software inventory		
	(d) Prepare storage inventory		
	(e) List data formats		
	(f) List data volumes		
	(g) Detailed analysis on the following:		
	· Backup policies for both primary and DR, review back up window viz a viz MSA		
	· Restore policies for both primary and DR, review restore window viz a viz MSA		
	· Archive and media management		
	· Backup success and failure analysis		
	· Restore success and failure analysis		
	· Backup infrastructure analysis		
	Performance Analysis for Database for critical applications		
9	Deployment Architecture Review		
10	Review of integration layer		
	☐ Message formats		
	☐ Message size		
	☐ Compression of messages		
11	Identification of known performance anti-patterns in design		

12	Caching and compression of data at relevant components Application caching (web and application layer)		
	☐ Database caching		
	☐ Browser caching		
13	Evaluate Possibility of parallel processing of transactions		
14	Identification of contentious blocks – synchronization		
15	Review of IO intensive activity		
16	Identification of Failure points and its impact on performance		
17	Interaction between components (message parsing, message creation etc.)		
18	Transaction Management		
19	Resource Management (threads, connection, instances etc.)		
20	Review of the application design and deployment architecture from performance standpoint		
21	Holistic review for Database technology which shall include but not limited to following areas:		
	☐ Database Server Review & Analysis		
	☐ Configuration Review		
	☐ Code Review for major Performance Bottlenecks		
	☐ Connection Poll Analysis		
	☐ Review and Analysis of Database		
	☐ Database instance level configuration analysis		
	☐ Database Sizing according to work load modeling and business forecast		
	☐ SQL Analysis		
	☐ SQL Tuning		
	☐ Database Code Optimization review		
	Reporting		
22	Provide a written report containing the findings and recommendations of performance analysis. Discuss with Bank and its vendors the recommendations and feasibility of implementing the same. Review once again when the agreed points have been implemented by vendors and provide a sign off on the same.		

Period of Audit and performance analysis report of the in-scope CBS infrastructure under MSA

2012: 15 working days.

ANNEXURE -I

Tender Covering Letter

The Assist. General Manager – IT
Punjab & Sind Bank
Second Floor
Information Technology Department
Plot No 151, Sector 44
Gurugram, Pin 122003

Dear Sir,

Sub: “Request for proposal (from empaneled vendors) for Audit and performance analysis of the in-scope CBS infrastructure under MSA 2012” - Tender No.: PSB/RFP/141/2019-20 Date: 14.10.2019

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for selection of vendor for Audit and performance analysis of the In-scope CBS infrastructure under MSA 2012 messages forming Technical as well as Commercial Bids being parts of the above referred Bid.

Further we agree to abide by the terms and conditions of this tender and our offer shall remain valid for 180 days from the date of commercial bid opening and our offer shall remain binding upon us which may be accepted by the Bank any time before expiry of 180 days.

Until a formal contract is executed, this tender offer, together with the Bank’s written acceptance thereof and Bank’s notification of award, shall constitute a binding contract between us.

We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we are not blacklisted / banned by any Public sector Bank/PSU/GOI Department/Financial Institute at the time of bid submission.

Dated this ___day of _____, 2019

Signature: (In the Capacity of)

ANNEXURE-II
Format for Indicative Commercial Bid

Notes:

1. These details should be on the letter head of the Bidder and each & every page should be signed by an Authorized Signatory with Name & Seal of the Company.
2. Do not change the structure of the format nor add any extra items.
3. No counter condition / assumption in response to commercial bid will be accepted. Bank has right to reject such bid.
4. The Bidder is required to give nature and complete detail of one time charges, if quoted in the commercial.

Name of Bidder:

Table: 1
(TOTAL COST OF OWNERSHIP)

(Amount in Rs.)

Description of work	Total Cost
Audit and performance analysis of the in-scope CBS infrastructure under MSA 2012	
Total cost in Words :	

We certify that the price quoted above is for Request for proposal (from empaneled vendors) for Audit and performance analysis of the in-scope CBS infrastructure under MSA 2012 **Tender No.: PSB/RFP/141/2019-20 Date: 14.10.2019** and prices quoted are inclusive of all taxes, duties, octroi etc except GST which will be extra as per actual. We also confirm that we agree to all the terms and conditions mentioned in the RFP.

We also confirm that the cost is inclusive of all out of pocket expenses such as airfare, lodging, boarding, and local transportation, etc. Bank will not reimburse any out of pocket expenses to the auditor.

Authorised Signatory:

Office Seal:

Name and Designation:

Annexure- III
Bidder's information

The Assist. General Manager (IT)
Punjab & Sind Bank
Second Floor
Information Technology Department
Plot No 151, Sector 44
Gurugram , Pin 122003

Reg : "Request for proposal (from empaneled vendors) for Audit and performance analysis of the in-scope CBS infrastructure under MSA 2012"

With reference to your Tender No.: PSB/RFP/141/2019-20 Date: 14.10.2019 (Read with its Addendums/Corrigendum/Amendments), we submit necessary information here under :-

1.	Name & address of the Company/ Firm with direct phone numbers	
2.	Name of the company	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
4	Present strength of the firm (a) Is Company ISO Certified (b) Nos. of Staff Members	
5	Average time required to attend the call	
6.	Detail of Earnest Money Deposited.	
7.	Figures for last 3 years (in Crores with two decimal):- Annual Turnover Profit	<u>2016-17, 2017-18, 2018-19</u> _____ _____

8	Income Tax PAN	
9	Service Tax Registration No.	
10	Trade Identification No.(TIN) for VAT	
11	Trade Identification No.(TIN) for CST	

DECLARATION

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and bidding to me/us. We understand and agree that:-

1. The Bank is not bound to accept the lowest bid or may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank 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.
3. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
4. The Bank may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever and the Bank's decision in this regard shall be final and binding on us. Bidder means the vendor who is decided and declared so after examination of commercial bids.

Name of person Authorized to sign	
Mobile No.	
Email	

Date:

Place :

Official Stamp:

SIGNATURE OF AUTHORISED SIGNATORY

ANNEXURE -IV

ACCEPTANCE/ COMPLIANCE CERTIFICATE

All Terms and Conditions including scope of work

Tender No.: PSB/RFP/141/2019-20 Date: 14.10.2019

We here by undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Signature:

Seal of company

ANNEXURE-V
Format of Performance Bank Guarantee

Tender Reference No: _____ Date _____

The Assist. General Manager -IT
Punjab & Sind Bank,
HO IT Department,
Plot No 151, Sector 44, Gurugram -122003

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, Bank House, 21, Rajendra Place, New Delhi in response of (Vendor / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office athas awarded the Contract valued Rs.....and appointed.....as Vendor for selection of Audit and performance analysis of the In-scope CBS infrastructure under MSA 2012 vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.

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

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

NOW THEREFORE in consideration of you having awarded the Contract to inter-alia on the terms & conditions that provides a performance guarantee for due performance of

the terms and conditions thereof. We,.....Bank,..... a body corporate constituted underhaving its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the

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

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

5. This Guarantee shall be valid up to plus 3 (three) months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of

8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims againsthereby guaranteed by us as

aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.

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

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

11. This Guarantee shall not be affected by any change in the constitution of _____or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

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

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

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

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

16. Not with standing anything contained herein above;

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

ii) This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 3
(three) months and including the date _____ and

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

Dated this the _____ day of _____ 2019.

Signature and Seal of Guarantors

Vendor's Bank

ANNEXURE – VI
Compliance for Reverse Auction

Punjab & Sind Bank
Second Floor
IT Department
Plot Number 151, Sector 44,
Gurugram, 122003

Dear Sir,

We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.

1. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
2. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab & Sind Bank in the RFP document including all annexures and the Business Rules for Reverse Auction.
3. We shall participate in the on-line auction conducted by (Auctioneer Company) and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by the auctioneer company.
4. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the Earnest Money Deposit. We also understand that the bank may debar us from participating in future tenders.
5. We confirm having nominated Mr. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in Reverse Auction.
6. We accordingly authorize Bank and/ or the reverse auction company to issue user ID and password to the above named official of the company.
7. Both Bank and the auction company shall contact the above named official for any and all matters relating to the Reverse Auction.
8. We, hereby confirm that we will honour the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the bank may debar us from participating in future tenders for any such failure on our part.
9. We undertake to submit the confirmation of last bid price by us to the auction company/Bank within 48 working hours of the completion of event. We also undertake to submit the Commercial for the TCO (Total Cost of Ownership) in terms of RFP.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date:

Seal and signature of the bidder

ANNEXURE – VII
Letter of Authority for Participating in Reverse Auction

Punjab & Sind Bank
Second Floor
IT Department
Plot Number 151, Sector 44,
Gurugram, 122003

Dear Sir,

1. We _____ (name of the Company) have submitted our bid for participating in Bank's RFP dated _____ for audit of _____ .
2. We also confirm having read and understood the terms of the RFP as well as the business rules relating to the Reverse Auction for this RFP process.
3. As per the terms of RFP and Business Rules, we nominate Mr. _____, designated as _____ of our company to participate in the Reverse Auction.
4. We accordingly authorize Bank and/ or the Auction Company to issue user ID and password to the above names official of the company.
5. Both Bank and the auction company shall contact the above names official for any and all matters relating to the Reverse Auction.
6. We, hereby confirm that we will honor the Bids placed by Mr. _____ on behalf of the company in the auction process, failing which we will forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

(Signature)
(Name of Authorized Signatory)
(Designation)
(Date)
Place:
(Name and address of the bidder)
(Company Seal)