

REQUEST FOR PROPOSAL ("RFP")
FOR
APPOINTMENT OF CONCURRENT AUDITOR

Tender No.: [PNBGILTS/RFP/AUDIT/MAY/01]

DATED 16.05.2024.

PNB Gilts Limited.

5, Sansad Marg

New Delhi, 11001

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DISCLAIMER

1. The information contained in this RFP, or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Company is provided to the Bidder(s) on the terms and conditions set out in this RFP.
2. This RFP is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of Bids. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. 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. The Company 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.
3. The Company may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
4. The issue of this RFP does not imply that the Company is bound to select a Bidder for the Project and the Company reserves the right to reject all or any of the Bidders or Bids or discontinue or cancel the bidding process without assigning any reason whatsoever.
5. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, travelling, food, lodging, expenses associated with any demonstrations or presentations which may be required by the Company, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Company shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the bidding process.
6. The Company, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder 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 part of this RFP or arising in any way for participation in this bidding process.
7. The Company 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.

8. The submission and receipt of proposals do not obligate the Company in any way. The Company is not obligated to negotiate separately with any sources whatsoever in any manner necessary to serve Bidder's best interests.
9. While the Company has used considerable efforts to ensure an accurate representation of information in this RFP as per its current understanding of the requirements under the various activities in the scope of work, the information contained in this RFP is supplied as a guideline for Bidders. The information is not guaranteed or warranted accurate by the Company, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFP. In the event the Company finds that the objectives of the intended activities are better achieved by processes/procedures other than those mentioned in this document, the Company shall have the right to effect such changes by modifying this RFP or issuing a fresh RFP or any other process to be decided at the sole discretion of the Company.
10. The Company shall have the right to cancel the RFP process at any time prior to award of Contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by the Company in its sole discretion include but are not limited to, the following:
 - 10.1. Services contemplated are no longer required,
 - 10.2. Scope of work was not adequately or clearly defined due to unforeseen circumstances and/or factors and/or new developments,
 - 10.3. Proposed prices are unacceptable, or
 - 10.4. The Project is not in the best interest of the Company.

Definitions

1. **“Bidder”** means an interested and eligible Concurrent Auditor (*defined below*) submitting its proposals in response to this 'RFP', both terms have been used interchangeably in the document.
2. **“Project”** means the task of carrying out the Role of Appointment of Concurrent Auditor for the Company.
3. **“Associate”** means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, which also includes any authorized representative of such the Bidder. As used in this definition, the expression 'control' means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
4. **“Company”** means PNB Gilts Limited.
5. **“Bid”** or **“Proposal”** means the Bidder’s written submissions in the Company’s prescribed formats, in response to this RFP; whereby “Bid” or “Proposal” have both been used interchangeably in the RFP.
6. **“Contract”** means the written agreement entered into between the Company and the Bidder, in the Company’s format, including all attachments and appendices thereto and all documents incorporated by reference therein; both terms have been used interchangeably in this RFP.
7. **“SPD”** means the Standalone Primary Dealer as defined by the RBI.

NOTE: These definitions provided above are in no manner exhaustive and more definitions may be prescribed across this RFP.

1. Invitation for Tender Offers

The Company invites sealed tender offers for the engagement of Concurrent Auditor (*defined below*) as per the terms set out in this RFP.

Please Note:

- 1.1 RFP/Tender Document - The tender document may be downloaded from the official website <https://www.pnbgilts.com/> by following the procedure indicated therein.
- 1.2 All costs and expenses (whether in terms of time or material or money) shall be incurred by the Bidder. Bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the Company., will be borne entirely and exclusively by the Bidder.
- 1.3 Tender offers will be opened in the presence of the Bidder's representatives who choose to attend the opening of the tender on the specified date, time, and place by the Company.
- 1.4 All Bidders are requested to strictly abide by all terms and conditions prescribed in this RFP and provide accurate information to the best of their knowledge without misleading the Company, in order to be considered for participation in this Project.

2. Key Information

The following is an indicative timeframe for the overall process. The events below are subject to change, if required. Notice of any changes will be communicated via notification on the website of the Company.

Particulars	Details
Tender Number	PNBGILTS/RFP/AUDIT/MAY/01
Tender Title	APPOINTMENT OF CONCURRENT AUDITOR.
Date of Publishing of RFP on the Company's website	16.05.2024
Last Date for Submission of Pre-bid Query	24.05.2024 5.00PM

Pre-bid Meeting	<p>Pre-bid meeting would be conducted on 28.05.2024 through video conferencing ("VC"). All interested/prospective bidders desirous of participating in the pre-bid meeting are requested to furnish details by email to:</p> <p>(Email Id: chandra.prakash@pnbgilts.com and Satish.sharma@pnbgilts.com) along with pre-bid queries for including them in the VC.</p> <ul style="list-style-type: none"> i. Name ii. Email Id iii. Contact Number (Mobile) iv. Name of the Bidder <p>The pre-bid meeting is restrictive to two representatives for each bidder.</p>
	The Link for attending the pre-bid meeting will be shared
Bid submission last date and time	31.05.2024 6.00 PM
Eligibility cum Technical bid opening date and time	(Invite for attending the Bid Opening will be shared later)
Commercial Bid opening Date and Time	(Invite for attending the Bid Opening will be shared later)
Place of Opening of Bids	<p>PNB Gilts Limited.</p> <p>5, Sansad Marg,</p> <p>New Delhi, 110001</p>
Contact Persons for any clarifications/ Submission of Bids	chandra.prakash@pnbgilts.com , satish.sharma@pnbgilts.com

3. Structure of the RFP

- 3.1 An overview of services to be provided by the selected Bidder;
- 3.2 The technical and commercial evaluation methodology which shall be followed to select the successful Bidder; and
- 3.3 A detailed set of annexures covering sections such as technical requirements, financial requirements, etc. is provided for the formulation of Bidder's response. The list of such annexures is provided in the table below.

Annexure Reference	Content
Annexure- 1	Particulars of the Bidder
Annexure- 2	Technical Proposal
Annexure- 3	Technical Parameters
Annexure- 4	Commercial Proposal
Annexure- 5	Power of Attorney
Annexure- 6	Non-Disclosure Agreement

4. Introduction

4.1. Overview

The Company is a primary dealership, and its activities entail investing and trading in fixed income instruments such as government securities, treasury bills, state development loans, corporate bonds and various money market instruments such as Certificates of Deposits, Commercial Papers etc. Besides, the Company also deals in derivatives, equity and other products such as Interest Rate Swaps, Interest Rate Futures, Options, Currency Futures, and any other financial instrument that the company may be permitted to invest in, subject to regulatory and the internal policies. The Company is centrally located with Head Quarters in New Delhi and with regional offices in Mumbai, Chennai, Ahmedabad, Bangalore, Kolkata at present.

The Company is allowed to transact in foreign exchange transactions as a part of its non-core activities and can undertake proprietary trading and self-clearing membership with SEBI approved stock exchanges/clearing corporations. While doing so, SPDs should comply with eligibility criteria and regulatory norms. With this objective, the Company is floating this RFP.

4.2. Project Objective

The Company recognizes that this is an extensive undertaking and therefore, it would want Bidder to understand its vision and to understand the requirements of the Company and assist by playing the role of Concurrent Auditor. **“Concurrent Audit”** is an independent assessment, objective assurance and advisory activity undertaken to add value and improve the organization’s operational effectiveness. It is a systematic examination of financial transactions on a regular basis aiming to accomplish its objectives by bringing in a systematic and disciplined approach thereby ensuring accuracy, authenticity, compliance of internal systems, procedure and guidelines as laid down by the organization and to evaluate and improve the effectiveness of control and governance processes. In order to fulfill the requirement to improve the effectiveness of concurrent audit for detecting violations and providing early warning signals about weaknesses and problems, report serious irregularities /fraudulent activities noticed and to supplement the Company by appointing **“Concurrent**

Auditor” who shall undertake the aforementioned tasks so as to ensure a robust internal control system.

5. Eligibility Criteria

- 5.1 At the outset, the current Concurrent Auditor, that are engaged by the Company, as on date, to render the same or similar services as set out in the Project will not be eligible to participate in this RFP under any circumstances, whether directly or through an Associate.
- 5.2 The proposed team of the Bidder should be composed of experts and specialists of professional personnel in their respective areas of expertise along with the managerial / support staff in order to ensure that the Bidder is able to complete the Project within the specified timeline.
- 5.3 The Bidder should have relevant experience of handling audits of Primary Dealers or integrated treasury of banks/financial institutions.
- 5.4 The Bidder or its Associate should have, during the last five (5) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor should have been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- 5.5 Any entity which has been barred by the Central Government, any State Government, any Statutory/ Regulatory agency, Public / Private Sector Bank or a Public Sector Undertaking, as the case may be, from participating in any project and the bar subsists as on the date of Proposal, shall not be eligible to submit a Proposal either by itself or through its Associate.
- 5.6 **Conflict of Interest:** The Bidder shall not have a conflict of interest that may affect the selection process or the Project of the Contract. A Bidder who has a business or family relationship with a member of the Company’s staff who is directly or indirectly involved in any part of the Project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Company throughout the selection process and the execution of the Contract. Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Bank, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Bidder fails to disclose said situations and if the Company comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of the Project.
- 5.7 Without limiting the foregoing, the Bidder, including any Associates shall be only qualify for the Project if the following criterion is met by such Bidder/Bidder:
- 5.7.1. The relevant auditor in the audit firm of the Bidder (“**Audit Firm**”) should be an independent and qualified (i) CA or (ii) Company Secretary or (iii) Cost and Management Accountant, who is in practice and who does not have any conflict of interest.

- 5.7.2. The Bidder should have a minimum of 3 years' experience in carrying out internal/concurrent audits, preferably in fixed income markets.
- 5.7.3. The Bidder should have at least two (2) partners at all times.
- 5.7.4. The Bidder must not be debarred or restrained from issuing any certificate by ICAI, ICSI, ICMAI, RBI, SEBI, or by other regulator/law enforcement agency.
- 5.7.5.

6. Period of Contract

The Contract will be valid for four (4) years initially from the date of implementation of Project. However, the performance under the Contract will be reviewed annually at the end of each year during the period of contract by the Company and accordingly, the contract will be renewed by issuance of fresh letter of award/work order for the subsequent year, subject to satisfactory performance review. If the performance is not found satisfactory, by the Company, it reserves the right to cancel the Contract. The date of implementation of the Project shall be the date of letter of award /work order (Starting Date) or such other date as may be determined by the Company.

7. Detailed Scope of Work

- 7.1. A brief scope of work for the proposed Project is listed below. The scope of Project includes, but is not limited to the following:
 - i. Conduct Concurrent Audit covering branches/ operating units on daily basis through dedicated audit assistants under the supervision of a Chartered Accountant as per audit plan decided and meeting the criteria mentioned in Annexure 3.
 - ii. Provide suggestions addressing process improvement opportunities and controls gaps to the Management.
- 7.2. Scope of Work of Concurrent Audit- FY 2024-25 to FY 2027-28:

A. Treasury Operations of the Company

S No	Scope	Frequency of Reporting
1.	Checking of all Primary and Secondary Transactions (including derivatives, value free transfer of govt. securities, transactions on account of clients/ constituents)	Monthly
2.	Checking of all Money Market Transactions	Monthly
3.	Checking of all equity transactions	Monthly
4.	Checking of all forex transactions	Monthly

5.	IRS/MIFOR (Derivatives including equity)	Monthly
6.	Reconciliation of Securities and SGL I and II. Certificate on a monthly/ quarterly basis on requirement.	Monthly
7.	Check and evaluate /verify broker limits	Monthly
8.	Check and evaluate /verify Counter Party Exposure Limits on daily basis and other prudential limits laid down by RBI, if any	Monthly
9.	PDR I, PDR II and all RBI's monthly requirements	Monthly
10.	All borrowings - Call/Notice/Term Money/ LAF/ TREPS/ REPO/Refinance from RBI etc.	Monthly
11.	All When Issued Transactions and reports thereon	Monthly
12.	Fee Based Income (constituent income, arranger fee etc.)	Monthly
13.	Review the reasons for cancellation of deals.	Monthly
14.	Verification of all deal slips	Monthly
15.	Deal /Operational Power Chart Compliance	Monthly
16.	Checking of all same day sales, short sale etc.	Monthly
17.	Checking of all voice recording of OTC deals and reporting thereof on various platforms.	Monthly
18.	Reconciliation of current account balance with DAD statements, settlements through CCIL	Monthly
19.	Checking of Valuation of Securities- Should be part of report itself.	Monthly
20.	Checking of all type of Related Party Transactions in terms of Rate Scan Policy, SOP /Policy on Related Party Transactions, RBI guidelines and other applicable laws.	Monthly

21.	Verification of all trades as per Rate Scan Policy	Monthly
22.	Verification of daily activity logs of NOS-OM to verify two way quoting norms in G-secs. Checking of market making activity in OTC market, supported by voice call records/messenger /email of dealers	Monthly
23.	Checking of all inter-portfolio transactions in conformity with RBI guidelines/directions.	Monthly
24.	PDR III and PDR IV, including verification of back testing reports and report exceptions, if any, that whether the same are in acceptable zone or not	Quarterly
25.	Review of systems, procedures & controls as per Company's process note on Internal Controls and improvements thereon.	Quarterly

B. Retail Sales Operations

S No	Scope	Frequency of Reporting
1.	Client On-Boarding - enrolment of new clients and delisting of inactive clients	Quarterly
2.	Verification of KYC Compliance Documentation - new clients.	Quarterly
3.	Accuracy of Client Master and Security Master in Treasury Software.	Quarterly
4.	Efficiency/ accuracy of processing the transactions, billing, service charges etc., and receipt thereof.	Quarterly
5.	Review of defaults in portfolio & receivables and the arrangements done for recovery of the same.	Quarterly
6.	Review of systems, procedures & controls as per Company's process note on Internal Controls and improvements thereon.	Quarterly

C. Risk Management

S No.	Scope	Frequency of Reporting
1.	Comment on Risk identification (Market Risk, Credit Risk & Liquidity Risk), assessment and risk mitigation mechanism adopted by the Company	Quarterly
2.	Detection of systemic flaws and suggestions for adopting corrective measures	Quarterly
3.	Irregularities of serious nature or frauds noticed during the audit to be reported through special report	Quarterly
4.	Review of compliance, effectiveness and adequacy of Risk Management Parameters etc. as per Business Policy	Quarterly
5.	Checking of Daily /Monthly Valuation of Portfolio	Quarterly
6.	Exposure report to RBI	Quarterly
7.	IRS (Interest rate sensitivity)	Quarterly
8.	verification report on LCR	Quarterly
9.	Stop-Loss Monitoring as per business policy	Quarterly
10.	Regulator and parent bank reporting (RBI/PNB)	Quarterly
11.	Review of systems, procedures & controls as per Company's process note on Internal Controls and improvements thereon.	Quarterly

D. Information Technology and Systems

S No.	Scope	Frequency of Reporting
1.	Review of systems, procedures & controls as per Company's process note on Internal Controls and improvements thereon.	Quarterly
2.	Review of complete IT infrastructure and systems (including all the new/ upgraded versions of software(s) procured/ used by the company),	Yearly

3.	Review of compliance of IT Policies, BCP /DRP and SOPs	Yearly
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E. General Compliances

S No.	Scope	Frequency of Reporting
1.	Checking of timeliness of compliances as mentioned in the Compliance Checklist/tracker of the Company	Quarterly
2.	Adherence to accounting standards	Quarterly

F. Others

Any directions of RBI or other regulators, as may be specified under the applicable laws, amended from time to time, or Audit Committee/ Board of the Company /parent bank will form part of the scope of work of concurrent audit.

Note: The above scope of work has to be reported in the monthly/ quarterly etc. audit report depending upon the Frequency of Reporting defined above.

This RFP is not exhaustive in describing the functions, activities, responsibilities and services for which the Auditor will be responsible. The Bidder, by participation in this tender, implicitly confirm that if any functions, activities, responsibilities or services which are either not specifically described in this RFP or specifically described but has to undergo suitable changes/modifications due to regulatory/statutory changes and are termed necessary or appropriate by the Company for the proper performance of the contract, such functions, activities, responsibilities or services (with applicable changes, if any) will be deemed to be implied by and included within the scope of services under this RFP and Bidder's response to the same extent and in the same manner as if specifically described in this RFP and Bidder's response.

8. Project Timelines

The time period required for the completion of activities is mentioned below:

ACTIVITY	TIMELINE (T)
Audit Reports	10 th day of the subsequent Reporting Period

9. Terms and Conditions

The Company reserves the right to add, delete, modify or alter all or any of these terms and conditions in any manner, as deemed necessary before submission to RFP response. Post submission of Bid, the Company. reserves the right to add, delete, modify or alter all or any of the technical terms only (excluding legal and financial

terms) in any manner, as deemed necessary during technical evaluation. In such a scenario Bidder may submit the revised indicative commercials, if required.

10. **Miscellaneous**

10.1 **Notice**

Any notice given by one party to the other pursuant to the Contract shall be sent to the other party (per the address mentioned in the Contract) must be in writing and must be delivered either by hand delivery or by registered post or by courier and shall be deemed to be complete only on obtaining acknowledgement thereof; or by telegram or by telex or by facsimile or by other electronic media and in which case, the notice will be complete only on confirmation of receipt by the receiver.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

10.2 **Indemnity**

The Bidder shall, at its own cost and expenses, indemnify, defend and keep indemnified the Company, its directors, affiliates, assignees, authorized representations, officers, employees and any other personnel engaged by the Company, from and against all third-party claims arising out (i) breach of any applicable laws, rules, regulations, directives by the Bidder, (ii) breach of the terms set out in this RFP or the terms of the Contract, including any representations, warranties or undertakings by the Bidder, (iii) misrepresentation by the Bidder of its qualification set forth in Clause 5 above, (iv) gross negligence or willful misconduct directly attributable to the Bidder, and (iv) infringement of intellectual property rights, including patent, trademark, copyright that is directly attributable to the Bidder.

The Bidder, subject to being notified within thirty days of such claims, shall have full rights to defend itself therefrom. Subject to the above, if the Company is required to pay compensation to a third-party resulting from such infringement, the Bidder will bear all court awarded damages/ expenses including legal fees, as awarded by the Court.

The Bidder shall also be liable to indemnify the Company, at its own cost and expenses, against all losses / damages which the Company may suffer on account of violation by the Bidder of any or all laws, norms, standards, procedures etc. customarily required to be adhered by service providers rendering same of similar services.

10.3 **Termination/ Cancellation of Contract and Compensation**

Without limiting the provisions set forth in the Contract, the Company reserves the right to terminate the Contract of the Concurrent Auditor (after providing a cure period of thirty days of remedying any breach by the concurrent auditor and thereafter providing a ninety days' notice period) and recover expenditure and other associated costs incurred by the Company on the following circumstances:

10.3.1 Concurrent Auditor commits a material breach of any of the terms and conditions of the Contract and the same is not being rectified as per the terms of the RFP.

- 10.3.2 If the Bidder fails to deliver any or all of the services within the period specified in the Contract, or within any extension thereof granted by the Company pursuant to the Project Timelines of this RFP.
- 10.3.3 If any representation or undertaking made by the Bidder in the proposal is found to be false or misleading.
- 10.3.4 The Bidder goes into liquidation voluntarily or otherwise.
- 10.3.5 An attachment is levied or continues to be levied for seven days upon effects of the Bid.

10.4 **Resolution of Disputes**

If a dispute, controversy or claim arises out of or relates to the contract, or breach, termination or invalidity thereof, and if such dispute, controversy or claim cannot be settled and resolved by the parties through discussion and negotiation, then the parties shall refer such dispute to arbitration. Both parties may mutually agree upon a single arbitrator, or each party shall appoint one arbitrator each and the two appointed arbitrators shall thereupon appoint a third arbitrator. The arbitration shall be conducted in English and a written order shall be prepared. The venue of the arbitration shall be New Delhi. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding upon the parties, provided that each party shall at all times be entitled to obtain equitable, injunctive or similar relief from any court having jurisdiction in order to protect its intellectual property and confidential information.

10.5 **Use of Contract Documents and Execution**

The Bidder shall not, without the Company's prior written consent, disclose the Contract or any provision thereof, or any specification or information furnished by or on behalf of the Company in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure 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 Contract itself, shall remain the property of the Company and all copies thereof shall be returned to the Company on termination of the Contract. The proposal and all supporting documentation submitted by the Bidder shall become the property of the Company unless the Company agrees to the Bidder's specific request/s, in writing that the proposal and documentation be returned or destroyed.

The Bidder shall not, without Client's prior written consent, make use of any document or information above except for the purposes of fulfilling the Contract.

10.6 **Liquidated Damages**

If the Bidder fails to discharge its duties within stipulated time from the date of executing the Contract or any loss is suffered by the Company on account of the failure on the part of the Bidder to perform within the stipulated time, the Company shall,

without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 5% of the contract amount for delay of each week or part thereof. For a delay beyond two weeks, the Contract may be terminated by the Company at its discretion and no amount shall be payable to the Bidder.

10.7 **Force Majeure**

Neither Party will be liable for any delay or failure to perform its obligations, if the delay or failure has resulted from circumstances beyond its reasonable control, including but not limited to, act of God or governmental act, political instability, epidemic, pandemic, flood, fire, explosion, accident, civil commotion, war, computer viruses, industrial dispute, labor unrest and any other occurrence of the kind listed above, which is not reasonably within the control of the affected party.

Each Party agrees to give to the other written notice as soon as reasonably possible on becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to the event of force majeure. Unless otherwise directed by the Company, in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

If the event of force majeure continues for a period of more than fifteen consecutive days, then either party may have the option to terminate the Contract upon written notice of such termination to the other party.

10.8 **Audits**

The Company can conduct any third-party inspection / audit for any phase. The Bidder must make all necessary changes as mentioned in the results of these audits. The Company will incur the cost of the appointment of a third party for the audit. The Bidder must ensure that the findings of the audit are successfully closed by the Bidder within a mutually agreed timeline.

The successful Bidder(s) shall allow the Company, its authorized personnel, its auditors (internal and external) and/or other statutory authorities, and unrestricted right to inspect and audit the operations and records directly related to the services. The Cost and Accounting Records will be out of scope for the purpose of the audit conducted by the Company. If the successful Bidder(s) is outsourcing any portion of the above activity, it will be the responsibility of the successful Bidder(s) to ensure that the authorities/officials as mentioned above are allowed access to the places, systems, processes, records (except Cost and Accounting Records) etc. of the activity, for inspection and verification.

The successful Bidder(s) shall keep complete and accurate records of all the operations in connection with the activities, per prevalent best practices in the industry. All books, records (except Cost and Accounting Records) and information relevant to the services shall be preserved in isolation and be presented to the Company, or its designees for inspection as and when demanded.

The successful Bidder(s) should recognize the right of regulatory and statutory authority to cause an inspection to be made of the successful Bidder(s) and its books and accounts by one or more of its officers or employees or other designated persons. Intimation regarding the audit shall be shared with the Bidder one week prior, so as to notify the Company of any potential conflict of interest. Except in cases of regulatory and statutory audits, the Company shall not exercise the right to audit more than twice in a financial year.

10.9 **Non-negotiability on RFP**

The Company is not responsible for any assumptions or judgments made by the Bidders for arriving at any type of sizing or costing. The Company at all times will benchmark the performance of the Bidder to the RFP documents circulated to the Bidders and the expected service levels as mentioned in these documents. In the event of any deviations from the requirements of these documents, the Bidder must make the same available at no extra costs to the Company, in order to achieve the desired service levels as well as meet the requirements of these documents.

All terms and conditions, schedules, time frame for implementation of this tender will remain unchanged unless explicitly communicated by the Company. in writing to the Bidder. The Bidder shall at no point be entitled to excuse themselves from any claims by the Company whatsoever for their deviations/assumptions/judgement in conforming to the schedules, expected service levels, time frame for implementation etc. as mentioned in this RFP.

10.10 **Project**

Neither the Contract nor any rights granted under the Contract may be sold, leased, assigned, or otherwise transferred, in whole or in part, by the Bidder, and any such attempted sale, lease, Project or otherwise transfer shall be void and of no effect without the advance written consent of the Company. However, in case of merger / acquisition / corporate restructuring, the resultant entity expressly assuming all rights and liabilities under this Contract, supported by board resolution, will be accepted by the Company, at the Company's sole discretion.

10.11 **Bidder's Liability**

The aggregate liability of the Bidder in connection with this RFP, the services provided by the Bidder for the specific scope of work document, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise) and including any and all liability shall be the actual limited to the extent of the value paid to the Bidder in the contract for the specific scope of work document. The Bidder's liability in case of claims against the Company resulting from misconduct or gross negligence of the Bidder, its employees and subcontractors or from infringement of intellectual property right or breach of confidentiality obligations shall be unlimited.

10.12 **Publicity**

Any publicity by the Bidder in which the name of the Company should be done only with the explicit prior written permission of the Company.

10.13 **Confidentiality**

This document contains information confidential and proprietary to the Company. Additionally, the Bidder will be exposed by virtue of the contracted activities to internal business information of the Company, its affiliates, and/or business partners. Disclosure of receipt of any part of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the Bidder, premature termination of the Contract, or legal action against the Bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively. Both Bidder and the Company undertake to each other to keep confidential all information (written as well as oral) concerning the business and affairs of the other, which has been obtained or received as a result of the present RFP or discussions leading up to or the entering of the Contract hereunder.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of the Company. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

Furthermore, the Bidder commit to adhering to the highest standards of data protection in compliance with applicable data protection laws and regulations. This includes the obligation to implement and maintain appropriate technical and organizational measures to protect against unauthorized or unlawful processing of information. The Bidder agrees to only process information in accordance with the lawful bases established under the applicable data protection laws and ensure that all personnel who have access to and/or process such information are obliged to keep such information confidential.

10.14 **Privacy and Security Safeguards**

The successful Bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any of the Company's locations. The successful Bidder shall develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all the Company's data and sensitive application software. The successful Bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the successful Bidder under this contract or existing at any the Company's location.

In addition to the above, the successful Bidder is required to comply with all applicable data protection and privacy laws in relation to any data processed as a result of or in connection with the security safeguards under this contract. The Bidder must ensure that all data is processed lawfully, fairly, and in a transparent manner in relation to the data subject. The Bidder shall assist the Company in providing subject access and allowing data subjects to exercise their rights under the data protection laws. The Bidder shall also assist the Company in meeting its data protection obligations in

relation to the security of processing, the notification of personal data breaches, and data protection impact assessments.

10.15 **Adherence to Terms and Conditions**

The Bidders who wish to submit responses to this RFP should abide by all the terms and conditions contained in the RFP. If the responses contain any extraneous conditions put in by the respondents, such responses may be disqualified and may not be considered for the selection process.

10.16 **Execution of Contract**

The Bidder and the Company should execute a Contract, which would include all the services and terms and conditions of the services to be extended as detailed herein and as may be prescribed by the Company.

10.17 **Successful Bidder's Personnel**

The Bidder, as may be determined by the Company per the terms contained herein, agrees, acknowledges and covenants that:

- 10.17.1 The personnel to be employed by the successful Bidder for carrying out the works have and will continue to use all the skill, care and diligence reasonably to be expected of such suitably qualified and experienced personnel having regard to the value, scale, character and quality of the works;
- 10.17.2 The personnel employed shall have the necessary qualifications and skill sets as agreed to by the Company;
- 10.17.3 The successful Bidder shall have necessary stand-by arrangements available in case of absence of personnel for leave or any other reason;
- 10.17.4 In case of services of an existing employee of the successful Bidder are withdrawn/ terminated by the successful Bidder, sufficient notice has to be given to the Company and a replacement of equivalent qualification and experience should be deployed; and
- 10.17.5 The Company shall have the right to require the successful Bidder to remove any of their personnel for misconduct, inefficiency, sexual harassment.

10.18 **Other Terms and Conditions**

The Company reserves the right to:

- a) Reject any and all responses received in response to the RFP.
- b) Waive or change any formalities, irregularities, or inconsistencies in proposal format delivery.
- c) Negotiate any aspect of the proposal with any Bidder and negotiate with more than one Bidder at one time.
- d) Extend the time for submission of all proposals.
- e) Select the most responsive Bidder (in case no Bidder satisfies the eligibility criteria in totality).

- f) Select the next most responsive Bidder if negotiations with the bidder of choice fail to result in an agreement within a specified time frame.
- g) Share the information / clarifications provided in response to the RFP by any Bidder, with any other Bidder(s) / others, in any form.
- h) Cancel the RFP at any stage.
- i) Discussion with the concurrent auditor being deployed on the project.
- j) Conduct site visits of Bidders related to proposed solution and facilities.
- k) Take presentations on proposed solution of the Bidder.

10.19 **Professionalism**

The Bidder should provide professional, objective and impartial advice at all times and hold the Company's interest's paramount. It should observe the highest standard of ethics while executing the Project.

10.20 **Adherence to Laws and Standards**

The Bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities which are applicable to respective business, obligations and subject matters of the Contract.

10.21 **Authorized Signatory**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Company, with regard to the obligations under the Contract.

Requisite power of attorney/ board resolution/ Authorization, enabling the signatories of the Bid to respond to this RFP must be submitted along with the Bid.

10.22 **Applicable Laws and Jurisdiction**

The Contract with the selected Bidder shall be governed in accordance with the laws of India for the time being enforced and will be subject to the exclusive jurisdiction of the Courts at New Delhi (with the exclusion of all other Courts).

10.23 **Collusive Conduct**

Bidders, sub-contractors and their officers, employees, agents, advisers etc. must not engage in any collusion, anti - competitive conduct or any other similar conduct with any other Bidder or any other person in relation to the preparation or lodging of responses.

By submitting a signed proposal, the Bidder certifies that:

- a) It has arrived at the prices in its proposal without agreement or discussion with any other Bidder of this RFP for the purpose of restricting competition.
- b) The prices in the proposal have not been disclosed and will not be disclosed to any other Bidder of this RFP.

- c) No attempt by the Bidder to induce any other Bidder to submit or not submit a proposal restricting competition has occurred.

10.24 **Unlawful Inducements**

A Bidder and its respective officers, employees, agents or advisers must not have violated and must not violate any applicable laws regarding the offering of inducements in connection with the preparation of their response. Bidders and their representatives must not directly or indirectly attempt to unduly influence the outcome of the RFP process.

10.25 **Amalgamation**

If the Company undergoes an amalgamation, take-over, consolidation, reconstruction, merger, change of ownership etc., this RFP shall be considered to be assigned to the new entity and such an act shall not affect the rights and obligations of the vendor under this RFP.

10.26 **Entire Agreement**

This RFP constitutes the entire agreement as a part of the Contract between Parties and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of the Contract.

10.27 **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract or the Contract as a whole and the remaining provisions of the Contract shall remain in full force and effect.

10.28 **Corrupt and Fraudulent Practices**

10.28.1 The Company requires Bidders to observe the highest standard of ethics during the execution of such contracts. The following definitions apply:

- a) **“Corrupt practice”** means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
- b) **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) **“Collusive practices”** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Company designed to influence the action of any party in a procurement process or the execution of a contract;
- d) **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process or affect the execution of a contract.

10.28.2 The Company will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract.

10.28.3 After the award of the Contract if it comes to the knowledge of the Company that the Bidder has engaged in corrupt, fraudulent, collusive, or coercive practices at any stage, the Company shall forthwith terminate the Contract.

10.29 **Non-Solicitation of Staff**

For the purpose of this RFP and Contract, all Parties to this Contract agree, not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other Party to leave without the consent of the other during the term of this agreement and for an additional period of 180 days after termination.

10.30 **Suspension of Contract by Bidder**

A temporary suspension must relate to non-payment and should follow a written notice of thirty days from the Bidder before suspension of work in part or full.

Bidder to note that as soon as the payment for which the work was suspended is cleared and made to the Bidder by the Company, Bidder is required to resume the activities and will be obligated to meet the terms of the RFP from the date of clearance of the payment by the Company without any additional cost.

10.31 **Intellectual Property Rights**

Each Party shall always retain the exclusive ownership of its pre-existing material.

All intellectual property rights in the deliverables (excluding pre-existing material or third-party software, which shall be dealt with in accordance with the terms of any license agreement relating to that software) shall be owned by the Company. In the event that any of the deliverables or work product do not qualify as works made for hire, Bidder hereby assigns to the Company all rights, title and interest in and to the deliverables or work product and all intellectual property rights therein.

Notwithstanding the above, any intellectual property developed by a party that is a derivative work of any pre-existing materials will be treated the same as pre-existing material and the developer of the derivative work will assign all right and title in and to the derivative work to the owner of the pre-existing material.

Residuals.

The term "**Residuals**" shall mean information and knowledge in intangible form, which is retained in the memory of personnel who have had access to such information or knowledge while providing Services, including concepts, know-how, and techniques. There is no restriction on the use of the residual knowledge by personnel upon completion of their Project with the Company.

Other than as agreed herein, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any

software or products (including third party) from one party to the other party with respect to work product, deliverables or services agreed under this RFP. Other than as agreed herein, nothing herein shall cause or imply any sale, license (except as expressly provided herein), or transfer of proprietary rights of or in any software or products (including third party) from one party to the other party with respect to work product, deliverables or services agreed under this RFP.

11. General Instructions

11.1. Request for Additional Information

Bidders/ Bidders are required to direct all communications for any clarification related to this RFP, to the designated Company officials and must communicate the same in writing in 4 days prior to the pre-bid meeting scheduled date. All queries relating to the RFP, technical or otherwise, must be in writing only. The Company will try to reply, without any obligation in respect thereof, to every reasonable query raised by the Recipients in the manner specified.

However, the Company will not answer any communication reaching the Company later than the time specified in Clause 2: Key Information's to receive clarifications.

The Company may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Bidders after the RFP closes and all such information and material provided must be taken to form part of that Bidder's response. Bidders should invariably provide details of their email addresses as responses to queries will be provided to all Bidders via email.

The Company may in its sole and absolute discretion engage in discussion with any Bidder (or simultaneously with more than one Bidder) after the RFP closes to clarify any response.

11.2. Pre-Bid Meeting

The Company plans to hold a pre-bid meeting wherein the Bidders are expected to use the platform to have all their queries answered. The Company will allow a maximum of two representatives from each Bidder to participate in the pre-bid meeting. Bidders are requested to send their queries relating to RFP at least four days prior to the Pre-Bid meeting so that the same could be discussed during the Pre-Bid meeting with interested Bidders. Non-attendance at the pre-bid Meeting will not be a cause for disqualification of a Bidder. Such queries should be sent to the following email chandra.prakash@pnbgilts.com, satish.sharma@pnbgilts.com

11.3. Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. with the Company by any of the Bidders. will result in the disqualification of the Bidder from the bidding process hereunder.

11.4. Period of Validity of Bids

Bids should remain valid for the period of at least six (6) months from the date of receipt of the date of publishing of this RFP to the Company. A bid valid for a shorter period shall be rejected by the Company as non-responsive. In case the last date of submission of bids is extended, the Bidder shall ensure that validity of bid is reckoned from modified date for submission.

11.5. **Errors and Omissions**

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

11.6. **Amendment of Bidding Documents**

11.6.1. Any time prior to the last date for bid-submission, the Company may, for any reason, whether at its own initiative or in response to clarification(s) sought from the Bidders, modify the RFP contents/ covenants by issuance of addendum / modification / errata and / or a revised document.

11.6.2. Clarification /amendment, if any, will be notified on the Company's website. No individual communication would be made in this respect.

11.6.3. the Company shall not be responsible for any delay in receipt of the addendum/ modification/ errata and/ or revised document and receipt of the same by the Bidders shall be presumed by the Company upon its publications on the Company's website.

11.6.4. Late receipt of any addendum/ modification/ errata and/ or revised document will not relieve the Bidder from being bound by that modification or the bid submission deadline.

11.6.5. In order to provide reasonable time to the Bidders to take the modification into account in preparing their Bid, or for any other reasons, the Company may, at its discretion, extend the deadline/ timeline for Bid submission.

11.6.6. Any Bidder who has submitted his bid in response to the RFP, shall have the opportunity to modify or resubmit it, as the case may be, or withdraw such bid in case the modification to the RFP materially affects the essential terms of the procurement, within the period initially allotted or such extended time as may be allowed for submission of bids as the case maybe, after the modifications are made to the bidding document by the Company.

11.7. **No Legal Relationship**

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

11.8. **Two Bid System**

11.8.1. The Bidder shall submit his response to the present RFP separately in two parts - "The Technical Bid" and "Commercial Bid". Technical Bid will contain specifications / response to functional and technical specifications whereas commercial bid will contain the pricing information. In the first stage, only the Technical Bids shall be opened and evaluated as per the criterion determined by the Company. Those Bidders

satisfying the technical requirements as determined by the Company in its absolute discretion shall be short-listed for opening their commercial Bid.

11.8.2. The Company 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.

11.9. **Acceptance to Terms**

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

11.10. **Submission to the Company**

11.10.1. Process for submission of bids through physical delivery:

- a) The Bidder shall submit the Proposal in the form and manner specified in this RFP.
- b) The Proposal will be sealed in an outer envelope containing two separate sealed envelopes consisting of technical bid and commercial bid respectively which will bear the address of the Company, RFP Notice number, Name of the Project and the name and address of the Bidder. It shall bear on top, the following:

"To be opened by Evaluation Committee only".

One of the envelopes is to be prominently marked as " Appointment of Concurrent Auditor - Technical Bid", in response to the "RFP Notice No. **PNBGILTS/RFP/AUDIT/MAY/01** dated 16.05.2024. The other envelope is to be prominently marked as " Appointment of concurrent auditor for PNB Gilts Limited, - Commercial Bid" in response to "the RFP Notice No. **PNBGILTS/RFP/AUDIT/MAY/01** dated 16.05.2024".

If the envelope is not sealed and marked as instructed above, the Company assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder

- c) The envelope has to enclose the Bidder's particulars on the lines of Annexure-1 on the Bidder's letter head.
- d) The Bidder should submit a Power of Attorney in the format enclosed as Annexure-5 or a copy of the board resolution showing that the signatory has been duly authorized to sign the Bid document. Such Power of Attorney would not be required if the Application is signed by a partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- e) Bids are liable to be rejected if bids are not submitted in line with instructions given in a, b, c, d above.

11.10.2. Process for submission of bids through email:

The process for submitting bids through email is as under:

- a) In order to maintain the confidentiality of commercial and technical bids when bids are submitted through e-mails, the Bidders are advised to submit commercial and technical bids through email as separate, encrypted PDF attachments, the password

for the two bids must be revealed by the bidder only at the time of opening the respective bids.

- b) The password/decryption keys for the commercial bid and technical bid should be different. Unencrypted attachments/bids will be rejected, and the Bidder will be disqualified from the selection process for the present Project.
- c) All bids submitted through email attachments must be marked to the following email ids: chandra.prakash@pnbgilts.com, Satish.sharma@pnbgilts.com.
- d) All encrypted email attachments must be signed by the authorized official of the bidders.
- e) The bid opening date will be advised to all bidders in due course.
- f) The password for commercial and technical bids decryption must not be revealed in any manner to any official of the Company (either on email/telephone or any other mode) before the respective bid opening dates.
- g) The representative of the firm may attend the bid opening process through video/audio conference, in the presence of committee members opening the bids. The password for decryption will be disclosed to Company's officials by the representative of the firm during the bid opening process.
- h) An email containing the password/decryption key may be marked to the specified official of the Company by the bidder during the bid opening process. Failure to open bids on account of submission of incorrect password/non-availability of password during the bid opening process, will result in disqualification of bidder.
- i) A print-out of the decrypted bid shall be kept on record and treated as the original bid for all official purposes.

11.11. **Late Bids**

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

11.12. **Modification and Withdrawal of Bid**

11.12.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Company prior to the deadline prescribed for submission of bids.

11.12.2. No bid can be modified subsequent to the deadline for submission of Bids.

11.12.3. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of Bid validity specified by the Bidder on the Bid form.

The modification of the bid mentioning the clause being modified will be considered as an integral part of the original bid and the relevant modifications as per the applicable guidelines shall be considered for the bid evaluation process.

11.13. **Deadline for submission of the Bids**

- 11.13.1. The complete and signed proposals must be submitted to the Company as per the schedule mentioned hereunder.
- 11.13.2. Bids must be received by the Company at the below mentioned address:
PNB Gilts Ltd, 5 Sansad Mard, New Delhi -110001
e-mail bids must be sent to the following e-mail ids: chandra.prakash@pnbgilts.com and Satish.sharma@pnbgilts.com.
- 11.13.3. In case the Company extends the scheduled date of submission of the Bid document, the Bids shall be submitted within the extended date. All rights and obligations of the Company and Bidders will remain the same.
- 11.13.4. Any Bid received after the prescribed deadline for submission of Bids shall be rejected and no further correspondence in this regard shall be entertained.
- 11.13.5. The Bidder may withdraw its Bid after the Bid submission, provided that written notice of the withdrawal of the Bids is received by the Company, prior to the deadline prescribed for submission of Bids.
- 11.13.6. Withdrawn Bids, if any, will be returned unopened to the Bidders. The Company may at its own discretion invite fresh bids for the process of normalization of bids for the purpose of evaluation. No modification in the Bid shall be allowed, once it is submitted to the Company, other than the normalization process as permitted by the Company.

12. Evaluation Process

12.1. Objective of the Evaluation Process

The objective of the evaluation process is to evaluate the bids to select an effective and best fit solution at a competitive price. The Company will scrutinize the offers to determine whether they are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. The Company plans to, at its discretion, waive any minor non- conformity or any minor deficiency in an offer. This shall be binding on all Bidders and the Company reserves the right to such waivers and the Company's decision in the matter will be final.

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

The Company may call for any clarifications/additional particulars required, if any, on the technical/ commercial bids submitted. The Bidder has to submit the clarifications/ additional particulars in writing within the specified date and time. The Bidder's offer may be disqualified, if the clarifications/ additional particulars sought are not submitted within the specified date and time. The Company reserves the right to call for presentation/s, product walkthroughs, on the features of the solution offered

etc., from the Bidders based on the technical bids submitted by them. The Company also reserves the right to conduct Reference Site Visits at the Bidder's sites. Based upon the final technical scoring, short listing would be made of the eligible Bidders for final commercial bidding.

12.2. Technical Bids

12.2.1. The technical bid should comprise of the following documents as stated below:

- a) Covering letter on the Bidder's letter head as per Annexure 2.
- b) The technical bid shall be submitted as per the exact format provided in Annexure 2.

12.2.2. It should be ensured that:

- a) all documents are submitted and signed by the authorized signatory and the technical bid does not contain any price information. Such proposals, if received, will be rejected.
- b) If deemed necessary, the Company may seek clarifications on any aspect of the proposal from the bidder.

12.2.3. The Bidder may also be asked to give a presentation for the purpose of clarification of the Bid.

12.2.4. Any request for clarification from the Company will be in writing. No post Bid clarification at the initiative of the Bidder shall be entertained.

12.2.5. The Company reserves the right to reject any Proposal if the Bidder does not provide, within the time specified by the Company, the supplemental information sought by the Company for evaluation of the Proposal.

12.2.6. The Bidder must provide specific and factual replies to the information sought in the RFP.

12.2.7. If a Bidder believes that it can offer terms / responses that may be more favorable to the Company than those set forth in the RFP, Bidder shall include such conditions in a labeled addendum to their response as an Attachment to the proposal. However, Bidder must still complete all specifications as set out in the RFP.

12.2.8. All pages of this RFP should be stamped and signed by authorized signatory of the Bidder and to be submitted with the bids.

12.2.9. The technical proposal will be evaluated as per the criteria and their respective scores outlined in Annexure 3. All those Bidders who achieve a score of at least 60/100 will be eligible technically and only their commercial bids will be opened and unopened physical commercial bids will be returned.

12.2.10. The Company will send e-mails to all the technically successful bidders who submitted their bids by e-mail, for sharing the password/decryption key on the commercial bid opening day, to facilitate opening of their commercial bids, for evaluation.

Any undertaking for the completion of the Project that the Bidder may require from the Company to carry out the service has to be furnished in the technical proposal. Any requirement of submission of any undertaking/ certificate from the Company will not be entertained after awarding the Contract.

12.3. Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, the Company 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 Company in this regard shall be final, conclusive and binding on the Bidder.

12.4. Technical Bid Evaluation Criteria

The technical bid submitted by the Bidder will be evaluated only if they fulfill the eligibility criteria. The technical bid evaluation will be done on a total score of 100 marks. The proposal evaluation will be based on the evaluation matrix consisting of the parameters mentioned under Annexure 3. Those proposals which will achieve the qualifying score (60/100) and comply with all the terms and conditions specified in the RFP, will be considered as technically responsive / eligible. The rest would be considered technically non-responsive and would be dropped from the list.

12.5. Commercial Bids

12.5.1. Bidders shall submit the commercial bid in the format as per Annexure 4 (the '**Commercial Proposal**') clearly indicating the total cost of concurrent audit in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory.

12.5.2. While submitting the Commercial Proposal, the Bidder shall ensure the following:

- a) All the costs associated with the Project are included in the Commercial Proposal. No separate claims/ bills relating to the remuneration for all the Personnel (in the field, office etc.), accommodation, air / transit fare, equipment, printing/typing of documents, surveys, technical investigations etc. will be entertained. The total amount indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Commercial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Commercial Proposal shall take into account all tax liabilities. All payments shall be subject to deduction of taxes at source as per applicable laws.

12.5.3. Upon selection, the Bidder shall be required to enter into a contract with the Company. The selected Bidder shall be paid on a quarterly basis based on invoices raised by the selected Bidder after completion of the Concurrent Audit and submission of the final reports to the Company and subject to meeting the deliverables detailed in the RFP. Subject to the terms of the RFP, in case the contract is terminated, payment towards services will be made on pro rata basis, for the period services have been delivered, after deducting applicable penalty and Tax Deducted at Source/other applicable taxes.

12.6. Commercial Evaluation

12.6.1. The commercial bid of only those Bidders shall be opened who have been technically qualified on the basis of the technical proposal. The Company will notify the date and time for commercial opening to the technically qualified bidders and for further participation in the commercial bid opening and evaluation process.

- 12.6.2. The physical commercial bids of bidders whose technical proposals have been deemed non-responsive will be returned to them unopened. The Company will send a separate email to all the technically successful bidders who submitted their bids through email, to share the password/decryption key to open the commercial bids for evaluation.
- 12.6.3. Commercial bids of only technically eligible Bidders will be opened in the presence of representatives of the Bidders who may choose to attend the same. These bids will be ranked, and the Bidder with lowest qualifying commercial bid (L-1) will be awarded 100 % score.
- 12.6.4. Commercial scores for other than L1 Bidders will be evaluated using the following formula:
- a) Commercial score of the Bidder (Fn) = (commercial bid of L1/ commercial bid of the Bidder) X 100) % (Adjusted to two decimal places).
 - b) Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
 - c) The bid price will be in Indian Rupees only and payable in New Delhi. Only Applicable GST will be paid separately on receipt of tax invoice containing our GST No.
 - d) Any conditional bid would be rejected.

12.7. Commercial Bid Evaluation Considerations

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

- a) If there is a discrepancy between words and figures, the amount in words shall prevail.
- b) If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail.
- c) 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 the Company, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.
- d) 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.
- e) If there is a discrepancy in the total, the correct total shall be arrived at by the Company.
- f) In case the Bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- g) At the sole discretion and determination of the Company, the Company may add any other relevant criteria for evaluating the proposals received in response to this RFP.
- h) The Company may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified

separately, if such normalization exercise as part of the technical evaluation is resorted to.

- i) All liability related to non-compliance of this minimum wages requirement and any other law will be the responsibility of the bidder.
- j) The Company shall not incur any liability to the affected Bidder on account of such rejection.
- k) The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. The Company will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.

12.8. Combined Final Evaluation

The technical and commercial scores secured by each Bidder will be added using weightage of 80% and 20% respectively to compute a "Composite Bid Score".

The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive.

Bidder for award of the Project. The overall score will be calculated as follows:

$$B_n = 0.80 * T_n + 0.20 * C_n$$

Where,

B_n = overall score of Bidder

T_n = Technical score of the Bidder (out of maximum of 100 marks)

C_n = Commercial score of the Bidder

In the event composite bid scores are 'tied', the Bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

13. **Additional Instructions for Bidders**

13.1. General Instructions

- a) The Bidder shall not have any right of appointment or monetary damages merely on their participation in the Bid selection process, final selection, and any communications associated with the selection.
- b) Bidders are advised that the selection of Bidder shall be on the basis of an evaluation / Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Company's decisions are without any right of appeal whatsoever.
- c) No Bidder shall submit more than one bid/proposal for the Project.

13.2. Nature of Bid

- a) Bids will be permitted only from a single entity.
- b) Consortium bidding is not allowed.

13.3. Information Ownership

All information processed, stored, or transmitted by successful Bidder equipment belongs to the Company. By having the responsibility to maintain the equipment, the Bidder does not acquire implicit access rights to the information or rights to redistribute the information. The Bidder understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

Any information considered sensitive by the Company must be protected by the successful Bidder from unauthorized disclosure, modification or access. The Company's decision will be final.

Types of sensitive information that will be found on the Company's system which the Bidder plans to support or have access to include, but are not limited to: Information subject to special statutory protection, legal actions, disciplinary actions, complaints, IT security, pending cases, civil and criminal investigations, etc.

The successful Bidder shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any of the Company's location. The Bidder will have to develop procedures and implementation plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all the Company's data and sensitive application software. The Bidder will have to also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Company's prior written consent, the details of any security safeguards designed, developed, or implemented by the Bidder or existing at any locations of the Company.

ANNEXURES

Annexure-1

PARTICULARS OF THE BIDDER/ BIDDER

Title of Project: APPOINTMENT OF CONCURRENT AUDITOR for PNB GILTS LTD., a Standalone Primary Dealer.	
1	State the following: 1. Name of Company or Firm: 2. Legal status (e.g. incorporated private company, unincorporated business, partnership etc. Appropriate documents to be attached): 3. Country of incorporation:

	<p>4. Registered Address:</p> <p>5. Date of Incorporation:</p> <p>6. Date of commencement of business:</p> <p>7. Principal Place of Business:</p> <p>8. PAN No: -</p> <p>9. GSTIN No</p> <p>10. Website address (if any)</p> <p>11. Brief description of the Company including details of its main lines of business: -</p> <p>12. Name, designation, address, and phone numbers of authorized signatory of the Bidder:</p> <p>Name: Designation: Company: Address:</p> <p>Phone No.: Fax No.:</p> <p>E-mail address:</p> <p>13. MSME Registration No.</p>	
<p>2</p>	<p>For the Bidder, state the following information:</p> <p>(i) Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last three years? Yes/No</p> <p>(ii) Has the Bidder ever failed to complete any work awarded to it by any PSU/ Financial Institution in the last three years? Yes/No</p> <p>(iii) Has the Bidder been blacklisted by any Government department/ Public Sector Undertaking in the last three years? Yes/No</p> <p>(iv) Has the Bidder suffered bankruptcy /insolvency in the last three years? Yes/No</p> <p><i>Note: If answer to any of the questions at (i) to (iv) above is yes, the Bidder will not be eligible for this audit Project.</i></p>	

ANNEXURE 2: TECHNICAL PROPOSAL FORMAT

TECHNICAL PROPOSAL

Letter of Proposal

(On Bidder's letterhead)

To (Date and Reference)

PNB GILTS LIMITED

New Delhi

Dear Sir,

APPOINTMENT OF CONCURRENT AUDITOR for PNB Gilts Ltd., a Standalone Primary Dealer

1. With reference to your RFP Notice no.- **PNBGILTS/RFP/AUDIT/MAY/01** dated 16.05.2024 , I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for Appointment of Concurrent Auditor for PNB Gilts Ltd., a Standalone Primary Dealer. The proposal is unconditional and unqualified.
2. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Bidder for the aforesaid Project.
4. I/We shall make available to the Company any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Company to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration award against us or any of our Associates, nor have been expelled from any project or contract nor have had any contract terminated for breach by us or any of our Associates.
7. I/We certify that we or any of our Associates have not been banned by any Central Government, any State Government, a Statutory/ Regulating agency, Public/ Private Sector Bank or a Public Sector Undertaking as the case may be from participating in any Project.

8. I/We certify that in the last three years, we or any of our Associates have not been debarred by other Procuring Institution for transgressions of a Code of Integrity
9. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum / Corrigendum/ clarifications issued by the Company
 - (b) I/We have made a complete and careful examination of the RFP
 - (c) I/We have received all relevant information requested from the Company
 - (d) I/We acknowledge and accept the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Company or relating to any of the matters.
 - (e) I/We have satisfied ourselves about all matters, things and information, including matters referred to herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder. We confirm that the firm satisfies the eligibility criteria set forth in Clause 5 of this RFP and any other technical parameters prescribed otherwise in this RFP.
 - (f) I/We agree that the Company shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Company.
 - (g) I/We do not have any conflict of interest in accordance with Clause 5.6 of the RFP Document.
 - (h) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Company or any other public sector enterprise or any government, Central or State;
 - (i) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - (j) I/We certify that we have not made any changes to the contents of the RFP document read with its amendments / corrigendum / clarifications provided by the Company submitted by us in our proposal. It is further certified that the contents of our proposal are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Company will have the right to disqualify our proposal.

- (k) I/We hereby undertake that our firm's name does not appear in any "Caution" list of the RBI or any other regulatory body for outsourcing activity.
10. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Bidder, without incurring any liability to the Bidders in accordance with the RFP document.
 11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by the RBI/SEBI which would cast a doubt on our ability to undertake the Audit Project or which relates to a grave offence that outrages the moral sense of the community.
 12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 13. I/We further certify that no investigation by the RBI/SEBI is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / Partners / employees.
 14. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Company in connection with the selection of Bidder or in connection with the Selection Process itself in respect of the above mentioned Project.
 15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature, if the Audit for the Project is not awarded to me/us or our proposal is not opened or rejected.
 16. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Annexure 5 (not required if a Partner is signing the documents for a Partnership or an LLP).
 17. In the event of my/our firm being selected as the Concurrent Auditor, I/we agree to enter into a contract with the company which will be on the lines of this RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
 18. The Commercial Proposal is being submitted on a separate cover. This Technical Proposal read with the Commercial Proposal shall constitute the Proposal which shall be binding on us.
 19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

20. I/We hereby attach a Comprehensive Workplan/ Approach for APPOINTMENT OF CONCURRENT AUDITOR.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

(Name and seal of the Bidder)

ANNEXURE-3
TECHNICAL PARAMETERS

SR. NO.	CRITERIA	MARKS	TOTAL MARKS
1.	Firm Profile		10
	Firm must be a firm or national/ international repute and should be in existence of not less than 10 years.	2.50	
	Must have a minimum annual turnover of Rs 5Cr. P.A in the past three years as on 31 st March 2023, 31 st March 2022, 31 st March 2021 (or latest)from its India Operations	2.50	
	Must have been profitable since past three years in succession viz. 2023, 2022, 2021 (or latest) from its Indian operations.	2.50	
	Firm having experience related to Integrated Treasury in banking /NBFC /Financial Institution/Stand alone Primary Dealer , as on date of submission along with Forex Treasury in India.	2.50	
2	Relevant Past Experience of the Bidder		40
	a) No. of internal/concurrent audit engagements undertaken during the last 3 years for to Integrated Treasury in banking /NBFC /Financial Institution in India.		
	- >5 (More than Five)	40	
	- >3≤ 5 (Three and above but less than Five)	30	
	- ≥1<3 (More than one but less than Three)	20	
	b) No. of internal/concurrent audit Projects undertaken for Standalone primary Dealers in India during last 3 years		20
3	Educational qualification/professional certification and experience of Engagement Lead and Engagement Manager:-		15

	a) Educational /Professional Qualification of CA/FRM	5	
	b) Experience in Internal/Concurrent Audit of to Integrated Treasury in banking /NBFC /Financial Institution	5	
	c) Experience in Internal/Concurrent Audit of Stand alone Primary Dealer.	5	
4	Approach, Methodology and Presentation of Proposal		15
	TOTAL		100

Note: - Bidders are advised to submit self-assessed scorecard of above along with supporting.

ATTACHMENT- 1

Similar Projects for Bidder

Name of the Project:	
Description of services performed by the Bidder firm:	
Name of client and Address	
Key Personnel responsible for the Project	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

Use separate sheets for each Eligible Project.

(Signature, name and designation of the authorized signatory of the firm)

ATTACHMENT- 2**Financial Capacity of the Bidder**

SR. NO.	Financial Year	Turnover(Rs. in crore)
1.	FY 2020-21	
2.	FY 2021-22	
3.	FY 2022-23	

ATTACHMENT- 3**Team Composition**

Sr. No.	Name of the Team Members	Qualifications	Designation	Proposed role in the team	Experience (in years) in Integrated Treasury in Banks/FI/NBFCs/SPDs
1.					
2.					
3.					
4.					
5.					
6.					

Notes:

Use separate row for each Professional Personnel.

The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Professional Personnel

(Signature, name and designation of the authorized signatory of the firm)

ATTACHMENT- 4**Details of Personnel Engaged in Concurrent/Internal Audit as on Date of Bid Submission**

Sr. No.	Name of the Personnel	Qualifications	Designation	Experience (in years) in Audit of Integrated Treasury in banks /NBFC /Financial Institution/SPDs
1.				
2.				
3.				
4.				
5.				
6.				

(Signature, name and designation of the authorized signatory of the firm)

ANNEXURE 4

COMMERCIAL PROPOSAL

Letter of Proposal

(On Bidder's letterhead)

To
Reference

(Date and

PNB GILTS LIMITED

Delhi

Dear Sir,

Evaluation of APPOINTMENT OF CONCURRENT AUDITOR for PNB Gilts Ltd., a Standalone Primary Dealer

With respect to the RFP Notice No. **PNBGILTS/RFP/AUDIT/MAY/01** for Appointment Of Concurrent Auditor, we certify that we have read and understood the contents of the RFP. We unconditionally accept and abide by the terms and conditions specified therein.

Our commercial bid is:

Sr. No.	Cost including expenses	Year 1	Year 2	Year 3	Total Assignment Cost
	Total Annual Cost *				
	Rupees (in words):				

** including Travel, boarding and lodging, communication, out of pocket expenses, etc.*

Note:

- i. All the costs associated with the Project are included in the Commercial Proposal. No separate claims/ bills relating to the remuneration for all the Personnel (in the field, office etc.), accommodation, air/transit fare, equipment, printing/typing of documents, surveys, technical investigations etc. will be entertained. The total amount indicated in the Commercial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Commercial Proposal, it shall be considered non- responsive and liable to be rejected.
- ii. The Commercial Proposal shall take into account all tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.

A Bid submitted with conditional/ adjustable price quotation will be treated as non-responsive and will be rejected.

(Signature, name and designation of the authorized signatory of the firm)

ANNEXURE 5

POWER OF ATTORNEY

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal- APPOINTMENT OF CONCURRENT AUDITOR for PNB Gilts Ltd., a Standalone Primary Dealer including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Company, representing us in all matters before the Company, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Company in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the Company.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF,2022

For(Signature, name, designation and address) Witnesses: 1.

2.

Notarized

.....

(Signature, Name, Designation and Address of the

Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 500 (Five hundred only) and duly notarized by a notary public.

ANNEXURE 6

NDA FORMAT

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (the "Agreement") is entered on _____ into by and between

PNB GILTS LTD., a company registered under the Companies Act, 1956 with registered office at 5, Sansad Marg, New Delhi - 110 001, ("PNB GILTS" or "PNB GILTS LTD.") (hereinafter referred to as "**Disclosing Party**" / "**PNB GILTS LTD.**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) party of the **FIRST PART**.

AND

_____, a company registered under the Companies Act, 1956/2013 having its registered office at _____ (hereinafter referred to as "**Receiving Party**", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) party of the **SECOND PART**, for the purpose of preventing the unauthorized disclosure of Confidential Information or unpublished price sensitive information as defined below,.

WHEREAS

1. _____ is an Audit Firm and will be/has been engaged to conduct concurrent audit of PNB Gilts Limited.
2. As part of the Project, the Receiving Party will be / is in receipt of various information relating to current and future business, plans, strategies, financial including but not limited to unpublished price sensitive information etc.

In order to ensure the protection of confidential information or unpublished price sensitive information, the parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information or unpublished price sensitive information ("**Confidential Information**").

1. **DEFINITION OF CONFIDENTIAL INFORMATION:** For purposes of this Agreement,

"Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged. It shall include but not be limited to any unpublished price sensitive information, business ideas whether shared or implemented, whether related to existing business activities or not , proposals, pricing, agreements, contracts, financial data and model, cost information, client information or any other information related to the development web serving of a project, business communications whether postal or soft, hardware / software / file / data / settings or password by any medium (either internet, pen-drives, flash drives, external HDD, floppy or any other media) from any computer / server / web-server, trade secrets, all confidential or specialized data or information.

Unpublished Price Sensitive Information (UPSI) shall mean information relating to the Disclosing Party or its securities, directly or indirectly, that is not generally available which upon becoming generally available, is likely to materially affect the price of the securities of the Disclosing Party and shall, ordinarily include but not restricted to, information relating to the following : (i) financial results (ii) dividends (iii) change in capital structure (iv) mergers, de-mergers, acquisitions, delisting, disposals and expansion of business and such other transactions (v) changes in key managerial personnel etc.

2. **OBLIGATIONS OF RECEIVING PARTY:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. The Receiving Party shall carefully restrict access to Confidential Information to himself/herself only, as is reasonably required. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials and soft files in its possession pertaining to Confidential Information or UPSI immediately if Disclosing Party requests, it in writing or as and when the Project with Disclosing Party gets ended. The Receiving Party, however, shall be allowed after obtaining approval of the Disclosing Party to retain sufficient copies of such documents as part of its professional records to support and evidence the work performed by it.

The Receiving Party shall ensure that all *the employees/ engagement team members etc.*, to whom the Confidential Information is shared, are bound by the necessary Non-Disclosure Agreement. If the information provided by the Disclosing party contains Unpublished Price Sensitive Information ('UPSI'), then the employees / engagement team members etc. of the Receiving Party shall comply with their obligations stipulated under the SEBI (Prohibition of Insider Trading) Regulation 2015 ('PIT Regulations') with respect such UPSI shared under this Agreement.

The receiving Party can share the Confidential Information with the third party where such information is being shared for legitimate purposes in accordance with the Policies of the Disclosing Party. The Receiving Party shall take written consent from the Authorized Person of the Disclosing Party (i.e. MD and CEO of Disclosing Party and in his absence, 2nd person in command of the Disclosing Party) prior to sharing any information for legitimate purposes and follow the procedures in this regard as mentioned in the Policies of the Disclosing Party.

The Receiving Party shall comply with the Code of Conduct formulated in accordance with the provisions of PIT Regulations.

3. **TIME PERIODS:** The non-disclosure provisions of this Agreement shall survive till perpetuity and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information becomes public or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
4. **EXCLUSIONS FROM THE AGREEMENT:** Receiving Party's obligations under this Agreement do not extend to information that (a) is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) is disclosed by Receiving Party with Disclosing Party's prior written approval.

5. **SEVERABILITY:** If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
6. **INTEGRATION:** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement may not be amended except in a writing signed by both parties.
7. **WAIVER:** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

Signed,

For PNB Gilts Limited

()

Name of Authorised Person:

Designation of Authorised Person

For _____

(Name)

Designation:

PAN of firm: