

PUNJAB NATIONAL BANK



(Open Tender)

Request For Proposal (RFP)

**RFP FOR PROCUREMENT OF NETWORK ACCESS
CONTROL (NAC) SOLUTION WITH MANAGEABLE
NETWORK SWITCHES.**

Punjab National Bank
Information Technology Division
Head Office, 5 Sansad Marg,
New Delhi - 110 001
Tel: (011)-23710021
Extn: 159, 230

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General Tender Details:

RFP FOR SUPPLY & ONE TIME INSTALLATION & MAINTENANCE OF MICROSOFT OFFICE-365		
1.	Date of commencement of Bidding Process.	05/08/2019
2.	Last date and time for sale of Bidding Documents	26/08/2019 upto 1600 Hrs
3	Last date and time for receipt of queries from bidders for Clarifications	08/08/2019 upto 1200 Hrs
4.	Date of Pre-Bid Meeting	08/08/2019 at 1500 Hrs
5.	Last date and time for Hash submission	26/08/2019 upto 1600 Hrs
6.	Last date and time for online bid submission/Bid Re-Encryption	From 26/08/2019 1701Hrs to 27/08/2019 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 26/08/2019 1701 Hrs to 27/08/2019 1400 Hrs
8.	Date and Time of Technical Bid Opening	27/08/2019 at 1600 Hrs
9.	Place of Submission of Bids	The Asstt. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11	Address for communication	As above Tel:- (011) 23765468
12.	Cost of RFP	Rs.10000/-+ 18 % GST* (Non-refundable) should be submitted online only in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0399900 Bank &Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002200175673 (16 digits) Imprest account – HO IT Division *MSME bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
13.	Earnest Money Deposit	Rs.90 Lakhs should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the last date of submission. IFSC Code : PUNB0015300 Bank &Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. 0153002100572949 (16 digits) Imprest account – HO IT Division *MSME bidder is exempted from payment of Earnest

		Money Deposit if bidder can furnish requisite proof subject to the satisfaction of
14.	Contact to Bidders	Interested Bidders are requested to send the email to rbpankaj@pnb.co.in and rohitraina@pnb.co.in containing following information, so that in case of any clarification the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.

NOTES:

1. All the interested Bidders, who have not registered earlier with e-procurement site(<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least Two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates(or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.
5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. The indicative commercial bids to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
8. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23765468 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

INTRODUCTION:

Punjab National Bank (PNB) has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Solution (CBS) with Data Centre at New Delhi and Disaster Recovery Site at Mumbai. The centralized Banking Solution covers 7000 plus SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network which is a two tier meshed architecture. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in the near future. Details in product's technical specifications of the RFP.

Bank has also implemented Security Operation Centre (SOC) and integrated the servers/devices for log analysis and monitoring of servers / devices installed across the Bank network. Bank has implemented Enterprise Data Ware House Project to provide better access to information, to foster better and more informed decision-making, besides providing statutory reporting and MIS for the Bank.

The Enterprise Wide Network is maintained by Bank's Network Integrator and the security measures are already enforced at various levels (Application Security, Network Security, Database Security, OS Security, Access Controls, Physical Security etc.). All these security measures are in place in congruence with the Bank's Cyber Security Policy, Business Continuity & Disaster Recovery Plans & various other regulatory compliances.

Punjab National Bank therefore invites bids (Technical bid and Indicative Commercial bid) from eligible bidders for Supply, Implementation and maintenance of Network Access (Admission) Control (NAC) solution in the Bank along with managed switches (to be installed at PNB Branches/offices/training centres etc) for a period of 7 years (3 Years Warranty + 4 Year AMC/ATS) as per '**scope of work**' of this RFP .Currently , there are 1 lakh elements which should be covered under the NAC solution from Day 1 in approx. 7000 branches/offices and approx. 4500 managed Switches to be installed and configured at branches/offices. The number of elements and managed switches are only indicative and may vary as per Bank's requirement. The deployment should not hamper the normal working of the applications and branches.

In addition to the above requirements, the selected bidder(s) will also be required to supply the NAC and/or Managed switches to Bank's subsidiaries and sponsored RRBs at the same rate discovered through this RFP.

I. Bank's existing infrastructure

1. Bank is having its DC at Delhi and DRS at Mumbai. NAC is to be implemented at DC & DRS at approximately 7000 offices including HOs, ZOs, COs, training centers, branch offices, etc. with approx. 1 Lac elements across the Bank currently.
2. These offices are powered with Cisco 841, 1841, 1921, 1941, 3845, 3945 routers and Cisco 2950, 2960 manageable switches and unmanageable switches from various vendors.
3. Some Branches/offices routers are managed by ISPs where Bank does not have their control or access.

4. The mode of connectivity at these offices is MPLS, RF, VSAT, 3G/4G, etc. with minimum 256Kbps bandwidth. Each Branch is having dual connectivity.
5. Bank is running a static IP addressing scheme across its offices. Certain HOs and training centers are also facilitated with Wi-Fi having DHCP IP addressing.
6. Bank has deployed Firewalls at DC & DRS (Checkpoint & Cisco), IPS(MacAfee), SIEM Solution (RSA-SA) ,Antivirus (Symantec SEPM), VA/PT Tool (Rapid 7), DDoS (Radware) , Active Directory (Microsoft), Desktop & patch Management (HP Radia), etc.

II. SCOPE OF WORK:

The Scope of Work includes the following components:-

1. Bank intends to procure Network Access Control solution (NAC) for securing Bank's elements at various locations along with Managed switches (to be installed at PNB Branches/offices/training centers). Solution should be for 7 years (3 years Warranty + 4 years AMC) along with onsite support contract as applicable.
2. Network Access / Admission Control solution (NAC Solution) should do exactly what the name implies—control access to the network with policies, including pre-admission endpoint security policy checks and post-admission controls over where users and devices can access the Bank's network. The management of the solution should be done centrally through a Central Manager to be delivered by the successful bidder.
3. Successful bidder should provide/deliver the physical appliance based NAC solution and the hardware/appliance should support 1.5 Lakh elements from day one of implementation.
4. The successful bidder should have back to back agreement with the OEM for Hardware related issues , troubleshooting, patching, support through call center or customer web portal and any other services which Bank is entitled to obtain from the OEM. The Bidder and Bank should be able to log a call with the OEM directly.
5. Successful Bidder will provide detailed solution architecture, design, traffic flow and plan of implementation before final deployment of the NAC solution in our Bank. The Successful bidder should submit the required technical details, brochure of all the products offered duly supported by schematic diagrams, solution document and technical specifications of each component offered should be furnished as part of the Technical Bid. The same should be verified &certified by OEM. Bidder must submit, along with the technical bid, the deployment plan with hardware sizing as per Bank's environment, all the pre-requisites required for solution deployment which may include the list of Ports and Services required to be opened on the Network equipment like Firewall, Router etc. at all the locations for implementing the solution, configuration changes required at router or switch level, integration requirements with Active Directory Solution, SIEM, SEPM, reporting and backup features, proposed solution's scope in case of disaster, etc.
6. The successful bidder needs to coordinate with the respective Bank officials at Branches/Circle Office/ Zonal Office in respect of installation and operationalization of the solution under the scope of this RFP. The successful bidder has to provide detailed SOP and checklist for implementation at branches/Circle office/ Zonal office/Head Office/training centres.

7. The successful bidder needs to ensure that all Bank authorized devices including but not limited to PCs, laptops, ATMs, printers, scanners, VC devices, IP phones, passbook printers/kiosks, Cash Deposit Machine, Cash recycler machines, IP cameras etc. are brought into purview of NAC before the installation is deemed to be complete. Successful bidder to provide hardware replacement within 4 working hours, as per terms and conditions of the RFP.
8. Successful bidder's technical/implementation team will be onsite at PNB till complete installation, implementation and project signoff. The Project Sign off will be given only when all the eligible elements/devices are covered under NAC solution with full functionalities along with installation/configuration of all the managed switches at branches/offices/training centers. Project shall be supervised by the OEM and project sign off shall be given only after getting satisfactory report of implementation of this project from the OEM and the Bank.
9. During the installation the bidder shall check physical availability of items as per the packing list. If any of the items are not delivered/not as per the specification/ are damaged etc., the bidder or their engineer/s at the site shall take immediate steps and ensure all the items are delivered so that the installation is not hampered. The Bidder shall have to arrange equipment and tools required for installation, maintenance, and also arrange the vehicle for transport at no additional cost to the Bank. During the implementation, the performance or security of the existing network setup should not be compromised.
10. The successful bidder shall handle all matters including the configuration, implementation, operation, monitoring, management and maintenance of the NAC devices. All necessary connecting cables and other accessories need to be provided by the bidder at their own cost.
11. The bidder shall also be responsible for other related activities such as unpacking, operation, inspection, POST etc. Integration involves changes need to be made in configuration of the supplied equipment to enable all the functional features to work in tandem with the existing devices.
12. No changes without the permission of the bank, in the existing Bank's infrastructure should be made for NAC deployment. The deployment should support a zero touch deployment approach. Deployment should be done with no downtime and minimum impact to the working of Bank's offices while considering the existing network resources and infrastructure available with the Bank.
13. The Bank reserves the right to shift the equipment (NAC solution) to suitable location(s) as per Bank's requirement during the contract period. The bidder will arrange for such deinstallation, packing and subsequent installation, configuration and integration with no additional cost. However shifting cost of Hardware including Transit Insurance will be borne by Bank.
14. The solution should support incremental and full backup of the solution.
15. The processing requirements, house-keeping requirements, operational requirements and future capabilities, implementation requirements, interfaces with other systems and issues relating to Security and Controls have to be comprehensively taken care of and provided for, in the solution.
16. The Successful bidder should have local support at towns where Bank's circle offices and zonal offices are located and have Toll free number facility which support 24*7*365 for troubleshooting / complaint logging.

17. The successful bidder has to notify, provide and install any updates, patches, signatures and upgrades for the solution as and when released by the OEM & has to ensure installation of the updates, patches, signatures, version upgrades and any other upgrades for the solution as and when released by the OEM after due approval from the Bank during the contract period with no additional cost to the Bank. If the Bank suffers any kind of material/financial loss due to non-compliance of this clause, the successful bidder will be penalized @ 1 % of PO (Purchase Value) value for reputational / material loss and equivalent amount in INR in case of financial loss.
18. The Successful bidder should participate and provide necessary support during the DC-DR Drill, during real disaster or any other location as desired by the Bank.
19. The Successful bidder to work closely with the existing Network Integrator and Security integrator of the Bank to achieve minimum downtime during entire contract period.
20. The OEM should provide 24x7 technical support through phone and Web portal for Support, Product Updates, Patches, Signatures and access to Technical Library and Product Documentation during the entire contract period with no additional cost to the Bank. It will be the responsibility of the successful bidder to ensure this.
21. Bidder has to design solution as per Bank's infrastructure & scalability as defined in the RFP & provide, install, configure the devices / solution accordingly. In case existing devices reached to threshold value of 75 %, bidder has to replace the same with higher capacity model or need to upgrade the existing model to take care any future load without any extra cost to the Bank.
22. Bank requires similar set up at DR site also (located at Mumbai) which should cater to the requirement defined in the RFP . DC & DR site will run in Active-Passive mode or Active –Active mode(as desired by the Bank at any point of time). Any software required to sync DC setup & DR setup of this solution should be provided by the bidder.
23. Successful bidder has to integrate with other security solution of the bank such as Firewalls at DC & DRS (Checkpoint & Cisco), IPS(MacAfee), SIEM Solution (RSA-SA) , Antivirus (Symantec SEPM), VA/PT Tool (Rapid 7), Active Directory (Microsoft), Desktop & patch Management (HP Radia), etc. and perform the Orchestration as per requirement of Bank. The bidder should provide necessary licenses as a part of the solution if required to connect / integrate with other above solutions.
24. Bidder should provide the base line security document for configurations of devices/solution as per the Bank suitable environment.
25. Bidder has to comply the audit observations conducted by the Bank or any controlling authorities during the contract period.
26. Successful bidder has to supply, commission, install, test, configure and maintain the required managed switches at various locations identified by the bank. This will also include the followings:
 - i. Configuration will include configuring the equipment as per bank's requirements.
 - ii. The implementation includes installation of the hardware, configuration, testing, monitoring etc.
 - iii. Bidder should conduct acceptance tests to ascertain the quality and completeness of the installation. (Acceptance test details to be finalized at the time of signing the contract)

27. During the warranty period as well as during the annual maintenance contract, the bidder in addition to attending to calls for repairs/maintenance shall conduct the preventive maintenance checks on half yearly basis and report is to be submitted to respective Circle/Zonal office/HO within 15 days of quarter ended. In case bidder does not submit preventive maintenance report as per prescribed time, penalty will be charged as per penalty clause for PM Report.
28. The Bidder shall have well-defined call escalation matrix and shall update it on regular basis and updated list be submitted on half yearly basis or whenever there is update.
29. During the contract period, the successful bidder will also provide & install the latest versions of software at no extra cost to the Bank. Bidder will conduct a review of Bank's network annually. Bank will consider an alternate model in consultation with the OEM in case of need.
30. In case a product or part of the product (component) which has been quoted for a certain cost/free of cost, is rendered out of sale/support during the contract period, a substitute of equivalent or higher capacity should be provided at the same cost/free of cost to the Bank in place of the original product given in the bidding document submitted by the successful bidder. The bidder shall inform the Bank well in advance, whenever OEM declares end of sale/support of the relevant product during the contract period.
31. The bidder should ensure the RMA support in case of supplied equipment fails. The replacement of faulty equipment should match the performance requirements of existing equipment or better. All the terms and conditions which are applicable to faulty equipment will also applicable to the replaced equipment.
32. The bidder should provide comprehensive on-site warranty for (03) Three years from the date of installation for all Switches and required accessories. Warranty would cover replacement of faulty parts or the whole equipment/maintenance patches/bug fixes, if any, for the hardware supplied and installed by it.
33. The Bidder should specify various infrastructure requirements which need to be provided for commissioning and smooth functioning of the network. This will include site requirements, power, cables, connectors, network cards, ports, UPS, environmental conditions, illumination, etc.
34. Bidder has to provide the devices with rack mounting kit to accommodate all components in the rack space provided in the Bank's branches/offices.
35. Obtaining of the Road permits or other permissions as per local law will be the sole responsibility of the successful bidder. However, Bank will sign the necessary forms as purchaser as per requirement. Bidder will supply the said equipment wherever required.
36. The Bidder shall co-ordinate with Bank's network integrator and LAN cabling vendor for resolving connectivity issue of workstation/ network equipment.
37. Bidder shall ensure that all items covered in this RFP (hardware, software, etc.) must not be End of Sale.
38. Bank may conduct the Proof of concept (POC) after technical evaluation in an extensive manner at specified locations of the Bank, to verify the features of selected model mentioned in the RFP.
39. All necessary entitlements, papers of license, etc. for both hardware and software should be provided to the Bank.

40. Successful bidder shall provide all technical specifications and detail features of all equipment covered in this RFP.
41. If required, Bank may ask the Bidder to arrange and provide exhaustive training at OEM's lab (Prior to the implementation) to the Bank's nominated persons (not more than 20). Training plan, scope and duration of the same to be shared with the Bank and has to be mutually agreed before finalizing the training/refresher course.
42. The successful bidder will arrange for team of experts for the solution from OEM to carry out trouble shooting if required, at the time of proof of concept and at the time of installation or in case of any issues with the installed devices/solution in coordination with the IT- Network Department of the Bank.
43. The successful bidder including OEM will be required to submit an undertaking, explicitly stating their commitment to provide full technical support, spares, operational and maintenance support to Bank during the warranty & AMC period.
44. The bidder is required to provide OEM professional services and its compliance.

IV. Support

A. Onsite support during implementation

1. The Successful bidder has to ensure the availability of requirements of engineers (as per qualifications defined by the Bank mentioned in this tender) at Bank's Data Center and if required, at DRS for setting up and administration of the solution during office hours (9 am to 6 pm) on all 7 days of the week till sign off.
2. The OEM's technical/implementation team should be an active part of the NAC implementation team and should remain onsite throughout the solution implementation/project sign off, without any additional cost.
3. During the implementation, bidder should not change / modify the bank's existing network & security infrastructure. The performance or security of the existing network setup should not be hampered & compromised.
4. Onsite support during implementation will be applicable at both DC & DR sites.
5. Successful Bidder has to configure, define, suggest and implement policies of NAC solution as per the requirement of the bank.
6. Successful Bidder has to generate, suggest and customized reports as per the requirement of the bank.
7. Successful Bidder has to monitor the progress of the NAC implementation and switch installation to meet the timeline of completion of project.
8. Successful Bidder has to troubleshoot and resolve the problems occurred during the implementation of the project.
9. Successful Bidder has to provide status of the project on daily basis till project sign off.
10. Successful Bidder has to provide onsite support at each circle office during the implementation or on-boarding of the solution.

B. Onsite support during solution rollout at branch offices

11. The successful bidder has to provide support at endpoint locations to bring the devices/ endpoints under NAC solution, where the same could not be done from central location.
12. Support engineers to be present at any location of the Bank beyond office hours or on holidays to meet the timelines of the project if required, at no extra cost of the Bank.
13. The successful bidder has to install the Managed switches and configure & implement the NAC Policies at branches/offices/training centres as per the requirement of the Bank.
14. The successful bidder has to ensure that each and every element of the branch / offices are covered/ boarded under the NAC solution and inventory of the same is verified and get sign-off from the head of Branch/office. The same should be verified at central location by the onsite engineer.

C. Post implementation onsite support

15. Deployment of onsite resources: After implementation the Successful bidder has to ensure the availability of two resident engineers at a time during office hours (9 am to 6 pm) at Bank's Data Center and if required at DRS (cost will be decided as per reverse auction) for administration, operations, management and all activities related to the solution on all working days of the week as well as beyond office hours or on holidays, whenever asked or needed, at no extra cost to the Bank during the contract period.
16. The resident engineers stationed at Bank's Data Center will be exclusively for this project and cannot be shared by the bidder for any other purpose during contract period. Granting leave/ absence to the engineers posted at our site, should be with prior intimation to the Bank and suitable replacement should be arranged in his/her absence without fail. Penalty may attract if engineers are absent.
17. Post implementation support at DR will be provided by resident support engineers remotely from DC, or visit to DRS in case of need, without any extra cost.
18. Preventive maintenance of devices/ solution should be performed on quarterly basis at both location DC and DRS (Quarterly visit is required to DRS for preventive maintenance)

D. Duties of onsite engineers:

19. The resident engineers have to perform duties (but not limited to mentioned in RFP) pertaining to the solution.
20. Overall management of the complete NAC solution such as refinement of policies, creation of policies, configuration optimization or any changes/modifications to be done for enforcing Bank's policies, etc.
21. Informing the Bank about the latest patches, OS/application versions, updates, signatures, etc. as and when released by the OEM and evaluating and applying the same as per their applicability in the Bank's environment as per Bank's policies/requirements.
22. Proactive monitoring of health of the solution, including the H/W, S/W, application, solution on various parameters such as CPU, memory, interface utilizations, etc., monitoring of communication/proper working of the solution with various integrated applications like Active Directory, Anti-Virus, SIEM, ATP, VA/PT tool, etc. monitoring the threshold of devices' utilization with respect to number of users, concurrent connections,

etc. and reporting the same to the Bank on daily basis. Reporting abnormalities to the Bank as and when observed/occurred.

23. Maintaining the inventory of all endpoints connected throughout the Bank's network (managed through NAC) along with device IP address, MAC address, present location, switch IP and switch port numbers used for connectivity, type of devices connected, etc.
24. Preparing and submitting reports as per the requirement of the Bank. Reports will include daily health monitoring and other statistical reports. If any report is available out of the box then engineer has to customize the same as per the Bank's requirement with no extra cost. Engineer may take support from its Backend team and/or OEM if required.
25. Troubleshooting day to day issues, faced by end users, pertaining to NAC solution in coordination with Bank's Network integrator, security integrator, desktop management team or other relevant teams/vendors.
26. Call logging and follow-up with the OEM or the successful bidder's support mechanism and escalation for resolution of all types of hardware, software, solution or application related issue for the solution.
27. Promptly alert Bank's team in case of any discrepancy observed or any security threat and initiate necessary action in coordination with security vendors of the Bank.
28. Periodic Assessment of the solution for ensuring compliance and security hardening as per Bank's policies/requirements and submitting recommendations for further improvements to mitigate any possible threats, effective compliance check, better visibility and controls, etc.
29. Configuring automatic incremental and full backup of devices/solution including audit logs, policies, system configurations, user database, element database and any other parameters required to run the solution. Engineer should perform periodic restoration of the backup.
30. The successful bidder will ensure onsite availability of experienced L3 engineers in case of any urgent requirement of the Bank in addition to the existing onsite resident engineer without any extra cost to the Bank, till the time the issue is resolved or the Bank feels so.
31. **Qualification:** The L2/resident engineer should hold a degree in B.E/ B.Tech in Computer Science/Electronics engineering/Information technology or MCA or M.Sc.(IT) or equivalent. The L2 engineer must also hold relevant certification from the OEM in the solution offered by the successful bidder at the time of his deployment in the Bank.
32. **Experience:** Resident engineers should have minimum 2 years of hands on experience in administration of the Solution. Proper experience certificate obtained from the client, to be submitted at the time of deployment of resident engineers in the Bank. Certification from the OEM to be submitted at the time of payment request for onsite engineer charges.
33. **Background check:** Successful bidder has to conduct proper background check of the resident engineers and should submit BGV (background check verification document) to the Bank during their deployment in the Bank at the time of joining or maximum within one month of joining as a resident engineer. If fails so Bank may reject the engineer and impose penalty to the bidder.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

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

2. COST OF BIDDING

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

3. BIDDING DOCUMENT

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

4. LANGUAGE OF BIDS

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

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

Any inter-lineation, erasures or overwriting shall be valid only if the person(s) signing the bid initial(s) them.

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank’s websites ([https:// pnbindia.in](https://pnbindia.in) and <https://etender.pnbnet.in>)) and will be binding on all those who are interested in bidding .In order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids.

7. VALIDITY OF BID DOCUMENT

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

8. LATE BID

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

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of Rs. 90 lakhs (MSME bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should be submitted online or through Bank Guarantee valid for 12 months from last date of bid submission. The details of EMD should be submitted at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned within one month of disqualification (Technically/Commercially) or within one month of completion of tender process, as the case will be and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

MSME bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to Bank satisfaction.

Details for online payment:

IFSC Code: PUNB0015300

Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110001

Account No. 0153002100572949 (16 digits) Imprest account – HO IT Division

(Proof of the transaction (printout) to be submitted along with the bid documents).

11. BIDDING PROCESS (TWO STAGES)

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

- Technical bid
- Indicative Commercial bid

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

a) TECHNICAL BID

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing **“Technical Bid response against RFP FOR NETWORK ACCESS CONTROL SOLUTION (NAC)** . Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for commercial stage.

b) INDICATIVE COMMERCIAL BID

In the second stage, the INDICATIVE COMMERCIAL BID (**Annexure-XII**) of only those bidders will be opened, who will comply with all the eligibility criteria's and will confirm compliance to all the terms & Conditions of RFP document in the Technical Evaluation Stage.

12. Pre-Bid Meeting & Pre-Bid Queries.

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders are also required to bring hard copy of the same queries duly signed and stamped by their authorized signatory. Queries not submitted in hard copy will not be responded.

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

The queries submitted before pre-bid meeting and submitted in hard copy as mentioned above, will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only two persons per bidder will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders attending the pre-bid are also required to submit a copy of their I-card issued by their company.

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely (atleast 2 working days before the bid submission date) to avoid any last minute issues.

13. SUBMISSION OF BID

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

All the technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

The Chief Manager
Punjab National Bank,
IT Procurement Department,
I.T. Division, HO: 5 Sansad Marg,
New Delhi 110 001

At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission as a proof of having submitted the bid online.

14. DEADLINE FOR SUBMISSION OF BID

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the

Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

The Asstt. General Manager
Punjab National Bank,
IT Procurement Department,
I.T. Division, HO: 5 Sansad Marg,
New Delhi 110 001

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

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

15. MODIFICATION AND/OR WITHDRAWAL OF BIDS

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

16. CONTACTING THE PURCHASER

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

17. TERMS AND CONDITIONS OF THE BIDDING FIRMS

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

18. LOCAL CONDITIONS

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

19. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS

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

20. OPENING OF BIDS

All the bids will be opened at the date, time and locations mentioned in RFP (as per tender schedule). The technical bids will be opened in the presence of representatives of the bidders who choose to attend. The date and time of bid opening will be intimated to bidders after last date of submission separately. The bidders names, modifications, bid withdrawal and the presence or absence of requisite Bid Security and such other details, as Bank at their discretion, may consider appropriate will be announced at the bid opening. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

21. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response will be subsequently parts of bid.

22. PRELIMINARY EXAMINATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer as per authorization form shall be treated as non-responsive.

Arithmetical errors will be rectified as follows:

- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.
- AMC/ATS amount, if asked for in specified range, and quoted under or beyond the specified range, would also be recalculated.

The bid determined as not substantially responsive will be rejected by the purchaser and may not be made responsive by the bidder by correction of the non-conformity.

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

23. REVELATION OF PRICES

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

24. EVALUATION AND AWARD CRITERIA

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

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those

which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

2. All third party documents must be signed by their authorized signatories and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his/her company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. **Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.**
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
7. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
8. The determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per **Annexure XI** is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.

Second Stage: (Commercial Evaluation)

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

1. The indicative commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of indicative commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the indicative commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
2. After opening of indicative commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank.
3. The bidders will be required to quote for all the items required by the Bank. It will be mandatory for all the bidders to quote rates of all optional components also that may be required. If price against any item is not quoted by any of the bidders, then the same shall be considered as Rupees One (Rs.1) and the bidder, in case of Final selection will have to supply that item at the rate of Rs.1/- only. Bidder will have to submit an Undertaking for the same within 2 working days from the receipt of such communication from the Bank, failing which their bid will be treated as commercially non-responsive and will be out rightly rejected.
4. **Price Variation Factor**
 - i) "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
 - ii) Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally low prices against any item/s may also be liable for rejection.
5. Thereafter, Bank may hold Reverse Auction in the event of 2 or more bidders are commercially eligible. The procedure for the same is available on our e-procurement website.
6. Bank has the option to negotiate if there is only one eligible bidder after commercial evaluation.
7. **The L-1 price and L-1 vendor for the rate contract will be decided on the basis of least grand total cost derived after conducting reverse auction.**

25. REVERSE AUCTION

Bank may hold Reverse Auction in the event of two or more bidders are commercially eligible. Final Item wise price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on mandatory items only (**Table-A of Indicative Commercial bid format (Annexure XII)**). Base Price, Bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all optional components that are required as per RFP. The rates of optional items will be negotiated with the successful bidder only, if required by Bank.

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

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

26. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE

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

27. CANCELLATION OF BID/ BIDDING PROCESS

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

28. DELAY IN THE SUPPLIER'S PERFORMANCE

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by Bank.

29. GOVERNING LAW AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot

possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi.

30. USE OF CONTRACT DOCUMENTS AND INFORMATION

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

31. CONFIDENTIALITY

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

32. PATENTS RIGHTS

The supplier shall indemnify the purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- The supplier shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible therefore, including all expenses and court and legal fees.
- The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

33. ASSIGNMENT

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

34. FORCE MAJEURE

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder or the Bank and not involving the bidders or the Bank" fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics or any act of the government. If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligation

under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

35. NON DISCLOSURE

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

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

36. INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes except GST and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's

cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.

TERMS AND CONDITIONS**1. SIGNING OF CONTRACT**

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 30 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days), the EMD will be forfeited after a grace period of 15 working days.

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

2. DURATION OF CONTRACT

Bank will enter into contract initially for a period of 7 years (3 years warranty plus 4 years ATS/AMC) from date of sign off NAC implementation both at DC & DRS and installation of managed switches with option of further extension of contract for another 1 years at the same rate and same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion. The contract for placing orders of managed switches will be for 2 years from the date of signing of agreement and 7 years for placing orders for NAC licenses of elements from the date of signing the agreement. Separate agreements shall be executed for NAC Solution and managed switches.

Bank reserves right to cancel the contract at any time in case bidder fails to meet any of the requirements as mentioned in the RFP.

3. PERFORMANCE BANK GUARANTEE

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

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 10 % of Purchase Order within one month of acceptance of purchase order & initially valid for a period of 3 years, the validity of same will be further extended for period of 3 years, before 2 months prior to expiry of PBG validity and then it should be further extend for further period of 2 years and 6 months before 2 months prior to expiry of PBG validity. The vendor has to ensure the same.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the offered Solution.
- d) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

Orders will be placed by ITD, HO division for NAC solution. Order for managed switches initially will be placed by HO ITD and any further requirement during next 2 years of rate contract will be placed by respective circles / Zonal offices. The vendor (successful bidder) shall have to accept and acknowledge orders within 7 working days from the date of order. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order, otherwise it will be considered as accepted.

5. NON ACCEPTANCE/ NON EXECUTION OF ORDER

In case the bidder shortlisted through this RFP process (hereinafter called "vendor") refuses to accept / execute the order, Bank will procure the same from the respective OEM as per existing terms & conditions and rate accepted by OEM. The said vendor will have to bear the difference of cost if any of such item / product purchased by Bank from OEM (Bank is having all the rights to recover the difference/ penalty amount from PBG as well as any amount payable to the said vendor). Bank also reserves the right to blacklist/debar the said vendor in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

6. DELIVERY

Bidder shall be responsible for delivery of the complete NAC solution ordered at site within 6 weeks from the date of placing purchase order.

Bidder shall also be responsible for delivery of managed switches at the branches of our Bank as mentioned in purchase order within 6 weeks.

The date on which the complete system is delivered will be taken as the date of delivery. In case of part delivery of the system, the date of last items delivered will be taken as the date of delivery.

7. INSTALLATION

Bidder shall be responsible for installation of solution ordered at site within 3 weeks from the date of delivery or within 21 days of logging the call by the Bank. Bidder shall be responsible for installation of switches at branches of our Bank within 1 week from date of delivery or within 21 days of logging the call by Bank. The point of delivery/ destination will be as defined by the Bank in the purchase order.

8. ACCEPTANCE TEST

All the delivered hardware items may be subjected to an acceptance test. Vendor has to arrange one Engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test.

9. PAYMENT

Payment for NAC will be made as per the following schedule: -

A- Hardware Cost

B-Cost of Software including cost of policy Enforcement license

C- Implementation Cost

D- Manpower cost per year

Deliverables	Eligible Amount
Completion of Installation	70% of A & B
After implementation of solution	20% of A & B & 90 % C
After six months of satisfactory performance from date of sign off & submission of PBG as per clause 3 of , Annexure-1 of RFP.	Balance 10% of A ,B & C
ATS/AMC	Half yearly in advance basis.
OTS (Onsite technical support)	Quarterly on deferred basis.

Payment for manageable network switches :

Deliverables	Eligible Amount
Completion of Installation	100 % after receiving invoices, delivery report & successful installation report by branch
AMC	Half yearly in advance basis.

*** Cost of the project and its components shall remain the same during the contract period.**

**** Sign off will be given only after successful implementation as per the scope of work & testing along with OEM's certificate of satisfactory implementation.**

Payments of switches will be released by respective Circle Offices for their offices and respective branches under their jurisdiction after successful installation, configuration of switches according to NAC solution and on boarding of all the connected elements. Circle will release the payments within 30 days after receiving invoices, delivery report & installation report. The details of circles will be shared with successful bidder. AMC of switches installed at branches will be paid by respective circle offices.

NOTE: 100% of any item is the eligible amount after deduction of Penalty, if any.

In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component shall be treated as delivery date for penalty and other calculation .Bidder shall quote all the figures in numbers followed by in words enclosed in brackets in all fields of indicative commercial bid.

Further, the above payments will be released only after submission of PBG and signing of SLA (including Do & Don't), IP and NDA by Successful Bidder.

10.INSURANCE

The hardware/equipment to be supplied under the contract period shall be fully insured till installation of the system by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. Bank will not be responsible for any loss to bidder on account of non-insurance to any equipment or services. All expenses towards insurance shall be borne by the vendor.

11.WARRANTY

NAC Solution & Managed Switches supplied should cover comprehensive on-site warranty for **three years** from the date of successful installation. This includes replacing the faulty component, updating the latest patches of software, re-configuration, redeployment of application (if required), providing latest version (software subscription) of the software/license

etc. Definition update / patch update, upgrade would be done by vendor immediately for critical updates or on monthly basis for normal updates/upgrades.

The vendor shall be fully responsible for the warranty of all equipment, accessories, spare parts etc. against any defects arising from design, material, manufacturing, workmanship or any act or omission of the manufacturer and/or vendor any defect that may develop under normal use of supplied equipment during warranty period.

Warranty should cover the following:-

- Service support should be available on 24 x 7 x 365 basis.
- Any issue in the deployed solution should be resolved within 4 hours of receipt of complaint.
- Warranty would cover updates/maintenance patches/bug fixes (available from the original software vendor) for system software & firmware patches/bug fixes, if any, for hardware.
- Any issue in the deployed hardware the replacement should be delivered within 4 hours of RMA raised.
- The vendor should provide on-site preventive maintenance on regular interval i.e. quarterly. Pro-active product health status check-up (on-site) and submission of report quarterly.
- Free of cost version upgrade/customization will be done by bidder whenever new version of firmware/software is released or new requirements comes.

12.ANNUAL MAINTENANCE CONTRACT (AMC)/ANNUAL TECHNICAL SUPPORT (ATS)

The AMC and ATS (quoted in percentage) will be valid for a period of four years after expiry of three year's warranty period and the quoted %age will be continued for entire contract period. Payment of AMC and ATS will be released in advance mode on half yearly basis. The AMC/ATS may be terminated by the Bank after giving three months' notice in case of deficiency in services. Bank may extend the AMC/ATS term for 1 year on same rates and same terms and conditions.

The quoted percentage (%) for AMC and ATS would be applicable for proactive support on 24 x 7 x 365 basis. AMC and ATS would cover all components of the offered solution without any exceptions.

The Bank will enter into an all-inclusive Annual Maintenance Contract (AMC) with the selected bidder after the expiry of respective warranty period for the hardware item and software systems.

The scope of AMC will be same as scope of Warranty mentioned in above Para.

13.UPGRADES AND UPDATES

The bidder shall be required to provide all future updates and upgrades for the proposed solution provided free of cost during contract period. If however, the upgrades/updates is not available then the support for the implemented solution should be available at any point of time.

The solution(software or hardware or both) provided by the successful bidder should not be declared end of sale within 3 years of sign off of the project. If at all the solution(software or hardware or both) is declared end of sale within 3 years of sign off, the successful bidder has to provide the upgraded version(software or hardware or both) free of cost, to the Bank.

14. PENALTY CLAUSE :

14.1 Penalty due to delay in Services

For NAC Solution :

A-Hardware & Software Cost

B-Implementation Cost

S.N	Item	Expected Timeline	Penalty	Max. Penalty
1	Delivery of Complete Hardware & Software	Within 6 weeks from the date of Purchase Order	1% of (A) for every week delay	10% of (A)
2	Complete Implementation	Within 12 weeks from the date of delivery of Hardware/Software	1% of (B) for every week delay	10% of (B)

For Managed Switches :

S.N	Item	Expected Timeline	Penalty	Max. Penalty
1	Delivery of Complete Hardware at Branch	Within 6 weeks from the date of Purchase Order	1% of Cost of Switch for every week delay	10% of Cost of Switch
2	Complete Installation	Within 1 week from the date of delivery of Switch at respective Branch Location	1% of Cost of Switch for every week delay	10% of Cost of Switch

14.2 Penalty on down time for NAC & Managed Switch: After implementation of the complete solution, penalty will be deducted for partial or complete downtime of the system (hardware or software failure) as below.

Uptime (U)	Penalty
$U \geq 99.95$	No Penalty
$99.50 \leq U < 99.95$	0.1 % of (A)
$99.00 \leq U < 99.50$	0.2 % of (A)
$98.50 \leq U < 99.00$	0.3 % of (A)
$98.00 \leq U < 98.50$	0.4 % of (A)
And so on	For every 0.5 % drop in the Uptime, Penalty @ 0.1% of (A)
Max. Limit	10% of (A), beyond which Bank may terminate the contract.

SLA will be monitored on Monthly basis.

Penalty due to downtime, during three years of warranty period will be deducted from any subsequent payment to be made to the Vendor.

Penalty due to downtime, during AMC period will be deducted from AMC/ATS payment of AMC / ATS cost.

14.3 Penalty due to shortfall and Absence of Onsite Engineer (L2 resource &Team Lead)

14.3.1 Due to shortfall: If there is a short fall of competent engineer(s), per week penalty @ 1% of manpower cost per year (upto a maximum of 10%).

14.3.2 Due to absence: Post signoff/implementation, in case of absence of the resident engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @0.5% of the manpower cost per year, for each day, upto a maximum of 10%.

14.3.3 Unavailability of L3/Team lead:L3/team lead is required to be present onsite as and when required by the Bank. Failure to do so will attract a penalty of 1% of manpower cost per year for each day upto a maximum of 10%.

14.4 Penalty in case of material/financial loss: If the Bank suffers any kind of Material/financial loss due to non-compliance of this clause, the successful Bidder will be penalized @10% for material loss and equivalent amount in INR in case of financial loss.

14.5 Penalty in case of failure in scheduled PMA: If Preventive maintenance is not done on a half yearly basis, then penalty will be deducted@ 5 % of AMC cost to be paid yearly..

Bank reserves the right to Cancel the Purchase Order, Terminate the Contract ,Forfeit the Performance Bank Guarantee and Blacklist the Vendor, in case the Vendor exceeds the threshold limit of Delay for any of the items above. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.

Penalty as in 14.1, 14.2, 14.3, 14.4 & 14.5 can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All the penalties can be levied up to their maximum limit simultaneously.

15. TRAINING

15.1The bidder shall impart free of cost 3 days complete administration training to five officials of the Bank at their/OEMs premises after completion of installation and prior to Sign-off. The training should cover complete administration of the solution.

15.2The bidder also to arrange for free of cost 5 days OEM certified training for three officials of the Bank within three months of sign-off. The training should be as per the OEM curriculum on basic and advanced administration of NAC and should be classroom based.

15.3From Second year, in every year of contract period, the bidder also to arrange for free of cost 3 days training of three officials of the Bank.

16. SERVICE LEVEL AGREEMENT

The selected vendor will also have to enter into a Service level agreement for Service Support and Maintenance of solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP. The onsite engineers/representative deployed by the successful vendor will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Vendor.

17. TAXES

The rates quoted in indicative commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

18. CANCELLATION OF PURCHASE ORDER

After issuance of purchase order to successful bidder, Bank reserves the right to cancel the Purchase Order without giving any notice, for following reasons –

- a) Non submission of acceptance of order within 15 working days of placement of order.
- b) Non submission of Performance Bank Guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by Bank.

19 INFORMATION SECURITY

Successful Bidder upon selection will provide an undertaking to comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during the warranty and ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the vendor within the timelines stipulated by the regulatory agencies, without any additional cost to the Bank. The offered solution shall be subjected to Bank's audit through off-site and on-site scrutiny at any time during the contract period. The auditors may be internal/ external. The vendor should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period, within the stipulated timelines, without any extra cost.

20 SIGNING OF PRE CONTRACT INTEGRITY PACT

The bidder should undertake for signing of the Integrity Pact as per the Performa (**Annexure- XIV**) provided by the Bank to the bidder as per CVC guidelines& must be submitted on stamp paper of appropriate value.

21 DELAYS IN THE SUPPLIER'S PERFORMANCE

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

22 INDEMNITY

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to

protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Vendor (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

23 TERMINATION OF CONTRACT

The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following :

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of vendor (successful bidder) to complete implementation of solution within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.
- e) Exceeding any of the threshold limit of Delay as per clause 14.1.
- f) Penalty as in Clause 14.2 reaches its max. limit.

24 GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

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

The venue of the arbitration shall be Delhi. This is applicable to successful bidder only.

25 USE OF CONTRACT DOCUMENTS AND INFORMATION

The supplier shall not, without the Bank's prior written consent, make use of any document or information provided by Purchaser in Bid document or otherwise except for purposes of performing contract.

26 PATENT RIGHTS

The supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- ❑ The supplier shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- ❑ The supplier shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the supplier shall be fully responsible including all expenses and court and legal fees.
- ❑ The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- ❑ The Supplier shall grant to the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.

27 ASSIGNMENT

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

28 CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER.

The shortlist bidder shall be required to execute SLA (Service Level Agreement), Integrity Pact (IP) and NDA (Non-Disclosure Agreement) with the Bank.

29 PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the Vendor shall be deemed to be the employees of vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party here to is the agent of the other nor there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Vendor's personnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

30 LIMITATION OF LIABILITY

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

- a) IP Infringement indemnity
- b) Bodily injury (including Death) and damage to real property and tangible property caused by vendor/s' gross negligence. For the purpose for the section, contract value at any given point of time, means the aggregate value of the purchase orders placed by Bank on the vendor that gave rise to claim, under this tender. Vendor shall not be liable for any indirect, consequential, incidental or special damages under the agreement/ purchase order.

Date:_____

Place:_____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UNDERTAKING FROM THE BIDDER

To

The Asstt. General Manager
IT Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg.: RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE NETWORK SWITCHES.

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- Bidder means the bidder who is decided and declared so after examination of indicative commercial bids.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ELIGIBILITY CRITERIA OF THE BIDDER

S. no.	ELIGIBILITYCRITERIA	SUPPORTING DOCUMENTS TO BESUBMITTED	COMPLIA NCE (YES/NO)
1.	The bidder should be registered with Registrar of companies/firms in India for at least 3 years.	Certificate of incorporation or any other certificate of registration issued by competent authority from Government of India.	
2.	The Bidder should have Supplied and implemented NAC Solutions in at least two Organizations, one should be in BFSI & other in PSU/ Government / Private Organizations in India, during last three years as on Bid submission date. Out of these two, one solution should be of the same OEM as is being offered to PNB. In each of these solutions bidder should have implemented NAC in minimum 10000 elements which should include discovery & policy enforcement.	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>Or</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>Or</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</p>	
3.	The Proposed NAC solution i.e. of the same OEM, should have been Supplied/ implemented in at least two PSU/ Government Organizations / BFSI in India, during last three years as on Bid submission date. . In each of these solutions bidder should have implemented NAC in minimum 10000 elements which should include discovery & policy enforcement.	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>Or</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>Or</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify OEMs experience, must be authentic and must also contain all the material information as required in Annexure-VI)</p>	

4.	Bidder should have implemented / supplied 1000 managed switches each in at least two PSU/ Government Organizations / BFSI in India, during last three years as on Bid submission date.	<p>Satisfactory Performance Certificate from the Clients strictly as per Annexure-VI.</p> <p>Or</p> <p>Copy of Work Order along with Confirmation Mail from the Client stating that the work order has been successfully executed</p> <p>Or</p> <p>Copy Of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p>(Kindly note that any of the above documents submitted must be sufficient enough to certify bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</p>	
5.	The bidder / OEM should have Support center in Delhi (NCR).	Undertaking to be submitted	
6.	The bidder should be the Original Equipment Manufacturer (OEM) of offered Appliance/Solution or the authorized representative in India	<p>In case of authorized representative, MAF from OEM of the solution as per Annexure-Xa in their letter Head needs to be provided. Kindly note that separate MAFs for NAC solution & Switches is required from the respective OEMs.</p> <p>(Name , designation , contact no & official mail id of the signing authority must be clearly mentioned in the MAF .)</p> <p>In case the bidder is itself the OEM of NAC solution or switches, undertaking as per Annexure-Xb on their company's letter head should be provided.</p>	
7.	The bidder should be the Original Equipment Manufacturer (OEM) of offered Switches or the authorized representative in India	<p>MAF from OEMs of any other component is also required.</p> <p>(Bidder is also to provide documentary evidence that the person signing Annexure Xa (MAF) is authorized to issue such letters / certificate on behalf of company)</p>	
8.	The bidder should have a minimum turnover of INR 25 Crores (Rupees Twenty Five Crores only) per annum for the past three financial years (2015-16 , 2016-17 and 2017-18) from their Indian sales or services from Network Solution / Equipment or	Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification,	

	Security Solution / Equipment . The bidder should have positive net worth during these financial years		
9.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/statutory auditor, as per Annexure- VII	
10.	Bidder should not have been black listed by the Government / Government agency / Banks / Financial Institutions in India during last 3 years. Self Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-VIII	
11.	Labour Law Compliance	Undertaking to be submitted	
12.	The vendor/bidder must be Platinum or Gold partner or equivalent of the OEM for the proposed product.	Relevant certificates from OEM to be submitted.	
13.	The bidder should have minimum 3 skilled OEM certified staff for the product proposed	Skilled staff CVs along with Certificate from OEM to be submitted by successful bidder at the time of acceptance of purchase order (who are required to be assigned for the implementation of NAC project in PNB .	

NOTE:

1. For a particular application solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same, both the bids will be rejected.
2. If any solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / solution Provider can participate in the tender process
4. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.

8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

BIDDER'S INFORMATION

S. N.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST No.				
7	Whether MSME(quote registration no. and date of registration, copy to be attached)				
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to the Bank.				
9	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name				
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
11	Specimen Full signature of Authorized Signatory				
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Details of Service Support Center in Delhi/NCR	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
14	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
15	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
16	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)
		2015-16			
		2016-17			
		2017-18			

Date: _____

Place: _____

Signature of Authorized Signatory**Name of Signatory:****Designation:****Mobile No:****Telephone No.:****Seal of Company:**

COMPLIANCE STATEMENT

RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE NETWORK SWITCHES.**DECLARATION**

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

PERFORMANCE CERTIFICATE

To be provided on letter head of the issuing company

The Asstt. General Manager
IT Procurement Department
Information Technology Division
Punjab National Bank
Head Office, 5 Sansad Marg
New Delhi – 110 001

Sir,

RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE
NETWORK SWITCHES.

This is to certify that M/s _____ has provided _____ (Name of the solution / Managed switch) of _____ (OEM name) to our organization since _____ for _____ (brief Purpose/Objective of the solution).

The solution is currently running in our organization and the services provided by the M/s _____ are satisfactory.

The certificate has been issued on the specific request of the company.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

LITIGATION CERTIFICATE

Reg.: RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE NETWORK SWITCHES.

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company & we do not have any pending litigation as on date of bid submission for this RFP.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UNDERTAKING FOR NON- BLACKLISTED

To be provided on letter head of the Bidder's Company

The Asstt. General Manager
IT Procurement Department
Information Technology Division
Punjab National Bank
Head Office, 5 Sansad Marg
New Delhi – 110 001

Sir,

Reg.: RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE NETWORK SWITCHES.

We M/s _____, a company incorporated under the companies act, 1956 with _____ its _____ headquarters at, _____ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years.

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

Thanking You,

Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

TURNOVER CERTIFICATE

Reg.: RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE NETWORK SWITCHES.

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the companies act, 1956 with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for 2015-16, 2016-17 and 2017-18.

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)	Turnover (in Rs) from their Indian sales or services from Network Solution / Equipment or Security Solution / Equipment .
2015-16				
2016-17				
2017-18				

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)

(To be provided on the Letter head of the OEM duly signed & stamped by their Authorized Signatory.)

To
The Asstt. General Manager
IT Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg.: RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE NETWORK SWITCHES.

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ (NAC solution/Hardware/ Managed Switch), being offered to Punjab National Bank through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/solution/Hardware/solution.
2. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____.
3. In case the bidder i.e. M/s _____ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason) , we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.
6. We hereby further undertake to supply only new components and no refurbished or recycled components will be supplied.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company:

UNDERTAKING FOR BEING THE OEM OF THE OFFERED PRODUCT

To
The Asstt. General Manager
IT Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

**Reg.: RFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE
NETWORK SWITCHES.**

We hereby submit the following:-

1. We, M/s_____ are the OEM of _____ (Name of the NAC Solution/hardware/ Managed Switch), being offered to Punjab National Bank.
2. We have the IP rights for the offered Product/Solution offered through this RFP. (not applicable for switch)
- 3 With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
4. In case of default/unable to comply with above at the time of delivery or during installation, for the IT Hardware including hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and return the money if any paid to us by you in this regard. We also take full responsibility of both Parts & Service SLA as per the content.
5. We hereby further undertake to supply only new components and no refurbished or recycled components will be supplied.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

TECHNICAL SPECIFICATIONS

The technical specifications are given below and bidders have to provide compliance for all the points considering the Bank's existing infrastructure as provided in RFP.

Definitions			
Network Access Control solution (NAC/NAC Solution/Solution) should do exactly what the name implies: - Controlled access to the network with defined policies, including pre-admission security posture policy checks and post-admission controls. Also provide quarantine, remediation and orchestration to maintain the security infrastructure.			
Element: - Elements referred here would mean PCs, laptops, printers, ATMs, CCTV cameras, Video Conferencing devices, networking devices, security devices, IOT, various Banking digital kiosks (CDM, PUM, BNA, etc.) and any IP/MAC enabled device in the Bank.			
Captive web portals (A captive portal intercepts HTTP access to web pages, redirecting users to a web application that provides instructions and tools for updating their computer. Until their computer passes automated inspection, no network usage besides the captive portal is allowed)			
S. NO.	Particular	Compliance (Y/N)	Remarks
1	Element Detection and Classification – Solution should be able to detect and classify all elements dynamically such as PCs, laptops, wired/wireless devices, printers, ATMs, CCTV cameras, Video Conferencing devices, networking devices, security devices, IOT and any IP/MAC enabled device as soon as these are introduced to the network based on various parameters as OS signature, chassis, traffic pattern, OEM information, MAC address, IP address, passive network telemetry, etc. Information can be fetched by querying the actual endpoints, or alternatively from the infrastructure, Domain Name, Hostname using MAC OUIs, using RADIUS,AD,HTTP, DNS,NetFlow, SPAN/Mirrored traffic, network scan, etc.		
2	Authentication – Solution should authenticate each user and machine connecting/accessing the network through any authentication server as RADIUS, LDAP, Active Directory, TACACS+, etc. no matter where they are located and/or which device they are using. The solution should support inbuilt and Integrated scalable AAA services (authentication, authorization, and accounting)for elements including access policy management with a complete understanding of context, such as user's role, device type, location, time of day etc.		
3	Endpoint Security Assessment – Solution should assess whether the connecting element complies with the security policy of the Bank. These checks may include the ability to gather knowledge regarding an element's operating system, the list of installed patches, the presence of anti-virus software, its virus signature date, the installed applications, files, etc.		
4	Remediation – Solution should have the ability to automatically quarantine an element that does not comply with the defined security policy until the issues causing it to be non-compliant are fixed. When quarantined, the element may be able to access a		

	defined set of remediation servers allowing the user fixing the non-compliant issues and to be reintroduced to the network without requiring administrator attention.		
5	Enforcement – Solution should restrict the access of an element to the network if the element does not comply with the defined security policy. The element should be granted access only after ensuring compliance of Bank’s security policies on that element. The users should get a message/notification/alert if the compliance check on their machines fail.		
6	Authorization – Solution should verify user’s access to the network according to an authorization scheme defined in in-built or an existing authorization system, such as Active Directory, etc. allowing the enforcement of identity-based policies after an element is allowed on the network.		
7	Post-Admission Protection – Apart from pre admission controls Solution should continuously monitor users, elements and their sessions for any change in the compliance status of the element even though it was initially admitted into network upon being compliant. If element detected as non-compliant, the action taken by the solution should support isolating the offending system, dropping the session or an appropriate action as defined by the Bank. Stored profiling data should identify device profile changes and dynamically modify authorization privileges. For example, if a printer appears as a Window laptop, the system can automatically deny access.		
8	The proposed solution should operate in a heterogeneous network with switches and routers from multiple vendors (e.g. – Cisco, Juniper, 3com, Nortel, D-link etc. and legacy switches). NAC solution should support vendor agnostic switch infrastructure.		
9	Solution should be deployable in both 802.1x and non 802.1x environment and should support hybrid integration for managing the endpoint with all functionalities available in NAC. The solution should support usage of multiple authentication protocols currently, such as PEAP, EAP-TLS, EAP-TTLS.		
10	The proposed solution should be able to deliver all NAC features and functionalities on AD, non-AD elements and all connected devices in the network.		
11	Agent & Agentless: -The proposed solution must support both agent based & agentless deployment and provide complete posture analysis both with & without agent. The Solution should support all the features& Functionalities like Profiling, Compliance check, Remediation, Blocking, reporting, alerting the device admin, notifying the end user etc. in both agent and agentless mode.		
12	The proposed solution must support central client installation on AD and non-AD elements with a zero touch deployment approach to the extent possible. The solution must also support http and https based redirection for client installation.		
13	The propose solution should support Guest users on-boarding through self-register web portal (branding with Bank logo and images) and provide access of network as per the policy defines by bank to limit access to specific resources, length of		

	connections and set automatic account expiry after a specified number of hours or days. User Credentials should be delivered through SMS or email.		
14	It should support exception in policies for elements based on various parameters viz. hostname, IP address, mac address, identity group, type of assets location, etc.		
15	Inventory Management: Solution should maintain detailed information and up-to-date/centralized inventory of elements connected to the Bank's network based on various parameters viz. hostname, IP address, mac address, identity group, type of assets, location, NetBIOS Name, NetBIOS Domain, Domain User, Domain Member, OS-Class, IP of the connected switch, Switch Port, Switch Port VLAN, Switch Port Status, Switch Vendor, Access status, etc.		
16	The proposed solution must possess an architecture that should deploy in in-band or out-of-band mode.		
17	The proposed solution should support public certificates from authorized certificate authority (CA) & certificates from Internal CA or internal self-sign certificates to secure device onboarding.		
18	The solution should offer thick agent, thin agent and dissolvable agent for endpoint compliance check on all type of devices.		
19	End user should not be able to uninstall a client, if installed, on all type of devices.		
	Deployment:		
20	The proposed solution should be a physical solution deployed in a cluster environment with N+ 1 redundancy i.e. HA at both DC and DRS to maintain redundancy at both the sites for ensuring system availability in the event of any component failure. Further solution should also support DC & DRS real time replication with minimum time lag.		
21	The distribution of traffic/ deployment should be done in such a way that at any point of time, the performance parameters doesn't cross the threshold of 60%.		
22	The proposed solution able to support both IPv4 and IPv6 dual stack deployments.		
23	The proposed solution must have RAID redundancy (for hard drives), network redundancy (for management and network interfaces) and Power-Supply redundancy.		
24	Interface Flexibility: Each device of proposed solution must have (i) minimum 8*1G Ethernet Copper interfaces and must have minimum fully loaded 8*10G Fibre (LC) interfaces, if deployed through in-band or (ii) minimum 2*1G copper interfaces and minimum fully loaded 2*10G Fibre interfaces, if deployed through out-of-band.		
25	Each device of proposed solution must have separate Management Port and separate out-of-band management port for remote management of devices with status and identification LEDs.		
26	Hardware Longevity: The Physical Solution proposed for the NAC solution should have a longevity of at least 7 years from the date of release of PO.		

	Scalability		
27	The proposed solution should be physical appliance based hardware and must support 1.5 lacs elements for full NAC functionality on DAY 1 and handle sustained the network traffic of 10 Gbps.		
28	The proposed solution must be rack-mountable appliance with rail kits.		
29	The proposed solution should be scalable to support additional requirement of Bank by adding hardware or devices.		
	Logs Storage		
30	The proposed solution must support retention of all types of logs for a period of minimum 3 months on-board and should have the capability to integrate with SIEM and external storage solution for logs retention and reporting.		
31	Solution should integrate with RSA SA SIEM, syslog solution deployed in the Bank for sending all types of logs and events for logs retention.		
	Management		
32	Solution should have a Centralized Management for managing, monitoring & controlling for all the features of the NAC		
33	Centralized Management solution must have executive, detail and customizable dashboard and support role-based users/admins.		
34	The solution should able to categorize the alerts on the basis of risk (high, medium and low), type of devices, location etc. The solution should offer a built-in alerting mechanism through email & SMS based on the categorization of alerts.		
35	The solution should have a single web-based or client based GUI console for admin users for managing the full functionalities of NAC solution.		
	Reporting		
36	Solution should log each & every session/all important events and parameters for forensic and statistical reports. Logs should be exportable to external log server in readable formats.		
37	The proposed solution should come with predefined, out-of-the-box reports and customizable as per the requirement of the bank.		
38	The proposed solution must be able to generate/customised reports from logs available online and offline on different parameters i.e. Compliance, Non Compliance, MAB devices, manageable devices, non-manageable devices, Thresholds, Health parameters, IP address, MAC Address, OS, corporate, Guest, BYOD, Identity Group, type of devices,asset classification etc.		
39	The proposed solution should have ability to generate reports in different formats, such as HTML, Excel, CSV, PDF, etc and support graphs, tables, bars chart, pie chart in reports.		
40	Reports should be generated on a scheduled basis and in real time on demand.		
41	Solution Should support integration with SMTP server for delivery of reports through e-mail.		

42	The proposed solution also able to generate/customized reports for the purpose of Audit, Analysis and troubleshooting purpose.		
	Backup		
43	The solution should support the scheduled and on demand backup of policies, configuration, logs, etc. through https, SFTP and other supported protocols.		
44	The backup should be easily recoverable and restorable.		
	Features		
45	Solution must be able to support all type of elements/devices of the bank irrespective of vendor, OS , wired, wireless, VPN ,etc.		
46	The solution should be able to detect hubs connected in the network.		
47	The solution should offer a rules-based, attribute-driven policy model for creating flexible and business-relevant access control policies. Provides the ability to create fine-grained policies by pulling attributes from predefined dictionaries.		
48	The solution should support MAC Address Bypass and can further utilize identity of the endpoint to apply the proper rules for access.		
49	The solution should support importing endpoints from, including but not limited to a comma-separated values (CSV) file in which the list of endpoints appears with the MAC address, IP address, hostname, etc.		
50	The solution must allow users access to the network in a worst case scenario in case of NAC server outages or any other reasons like WAN failure, AD failure, etc. The solution should be capable of being bypassed in the event of any failure of the solution and maintain the business continuity.		
51	Solution should support defining time based policies, policy schedules i.e. defining access through a policy only during business hours, automatic policy expiration as per the schedule.		
52	The proposed solution should support the mechanism to send customized message/notification to specified recipients/end users when a certain policy violates or triggered.		
53	The proposed solution should support Manual/administrative override of default action and allow administrators to quickly take corrective action (Quarantine, Un-Quarantine, or Shutdown) on risk-compromised endpoints within the network.		
54	The proposed solution should support automated and manual remediation methods for starting process, killing process, setting registry keys, starting antivirus, update anti-virus, starting windows services, starting windows updates, disable dual-homed device adaptors, disabling/enabling USB Ports and running custom scripts. GUI based console to support administrators/users to perform such remediation methods manually, automatically and in scheduled manner.		
55	The proposed solution should plug-in module to add new security features.		
56	The compliance/non-compliance check time or time taken by solution to take final action on an element as per defined policies should not exceed 30 seconds for boarded elements.		

57	Solution should provide full NAC functionality on the Bank locations where Bank is not having a router (where router is managed by the ISP).		
58	Solution should provide visibility to all the IP enabled devices connected in the network within 1 week of starting the installation.		
59	The solution must provide the ability to detect MAC spoofing.		
60	Solution should be able to control east west traffic within a LAN or branch to branch, etc.		
	Integration Capability		
61	Solution should integrate seamlessly with Bank's existing IT infrastructure comprising of Routers, switches, firewalls (checkpoint & cisco), IPS (McAfee), Antivirus solution (Symantec SEPM) , SIEM solution (RSA SA), Active Directory, vulnerability assessment tool (Rapid 7) ,patch management solution (HP Radia) etc.		
62	In the event of failure of DC setup of any of the integrated solutions, NAC solution should fall back to the secondary setup of the respective solution automatically and without any delay.		
63	In the event of complete failure of integrated solution which may impact in NAC solution working such as an Active Directory, the solution should be capable of ensuring business continuity.		
64	The solution should provide the impact analysis before applying the policy in production.		
65	The solution should provide support monitoring mode during the initial phase and log the impact of policies to refine the system.		
	Orchestration		
66	The solution should support orchestration with various security solutions viz. firewalls (checkpoint & cisco), IPS (MacAfee), Antivirus solution (Symantec SEPM), SIEM solution (RSA SA), Active Directory, vulnerability assessment tool (Rapid 7),patch management solution (HP Radia) etc. to dynamically control the rogue elements i.e. the elements should be quarantined , blocked, remediate by the solution without requiring administrator's attention. Eg: if any element is notified as being rogue by antivirus solution or any other security solution ,the NAC should dynamically block or quarantine the element.		
67	The proposed solution can identify applications installed on the endpoints. Policies can be written to categorize these applications based upon attributes of these applications also block, control and quarantine if any vulnerable or unauthorized application are running on elements viz. P2P applications etc.		
68	Switch Based Enforcement The proposed solution enforcement options should remain the same regardless of switch manufacturer. The solution can enforce policies at the switch port, including moving a device from one VLAN to another, blocking the switch port, and applying dynamic ACL		
69	The Solution should be able to enable and disable USB devices on a desktop using granular policy rules.		
Technical Specification of Managed Switches Installed at Branches			

1	The Switch must have 8/16/24/48 Fast Ethernet ports of 10/100/1000 Mbps copper access ports with 2 nos. of 1Gbps dual purpose uplink.		
2	The Switch must have support for AC supply and India power cords		
3	The Switch should be Rack Mountable and supplied with necessary rack mounting kit		
4	The Switch should have minimum 512MB DRAM Switch Performance		
5	The Switch should have minimum 256 MB Flash Memory		
6	The Switch should support 9K bytes of Jumbo Frames.		
7	The Switch should support MAC Addresses table with atleast 200 MAC Addresses.		
8	Switch should support Maximum transmission unit (MTU) of 9198 bytes		
9	Switch should be able to operate in a temperature range of 0 to 45 degree		
10	The Switch should support minimum 250 Access lists (ACL) from day 1.		
11	Switch should support minimum 10 active VLANs		
12	Switch should support minimum 20 VLAN IDs		
13	Switch should have forwarding rate as per the fully populated ports traffic including uplink ports.		
14	Switch should have Forwarding Bandwidth as per the fully populated ports traffic including uplink ports.		
15	The Switch should be able to discover the neighboring device giving the details about the platform, IP Address, Link connected through etc		
16	The Switch should be able to support IPV4 and IPV6 and support all functionalities of switches accordingly.		
17	The Switch should support Detection and remediation technique to avoid any loops in network.		
18	The Switch should support centralized VLAN Management, VLANs created on the core switch should be propagated automatically.		
19	The Switch should support 802.3ad (LACP) to combine multiple network links for increasing throughput and providing redundancy.		
20	The Switch should support 802.1q VLAN encapsulation.		
21	The Switch should have Port security to secure the access to an access or trunk port based on MAC address to limit the number of learned MAC addresses to deny MAC address flooding.		

22	The Switch should support DHCP snooping to prevent malicious users from spoofing a DHCP server and sending out rouge addresses.		
23	The Switch should support Dynamic ARP inspection (DAI) or equivalent feature to ensure user integrity by preventing malicious users from exploiting the insecure nature of ARP.		
24	The Switch should support IP source guard or equivalent feature to prevent a malicious user from spoofing or taking over another user's IP address by creating a binding table between the client's IP and MAC address, port, and VLAN.		
25	The Switch should support flexible & multiple authentication mechanism, including 802.1X, MAC authentication bypass, and web authentication using a single, consistent configuration.		
26	The Switch should support RADIUS change of authorization and downloadable Access List for comprehensive policy management capabilities.		
27	The Switch should support Private VLANs or equivalent to restrict traffic between hosts in a common segment by segregating traffic at Layer 2, turning a broadcast segment into a non-broadcast multiaccess like segment to provide security & isolation between switch ports, which helps ensure that users cannot snoop on other users' traffic		
28	The Switch should support MAC address notification to allow administrators to be notified of users added to or removed from the network.		
29	The Switch should support VLAN ACLs on all VLANs prevent unauthorized data flows from being bridged within VLANs.		
30	The Switch should support Port-based ACLs for Layer 2 interfaces to allow security policies to be applied on individual switch ports.		
31	The Switch should support Latest version of Secure Shell (SSH) Protocol, Kerberos, and SNMP-V3.		
32	The Switch should support TACACS+ and RADIUS authentication to facilitate centralized AAA control of the switch and restricts unauthorized users from altering the configuration.		
33	The Switch should support Multilevel security on console access to prevent unauthorized users from altering the switch configuration.		
34	The switch should support multi domain authentication on switch port		
35	The switch should support latest netflow or equivalent which provides ability to characterize IP traffic and identify its source, traffic destination, timing, and application information and is critical for network availability, performance, and troubleshooting.		
36	The Switch should support automatic interface configuration as devices connect to the switch port.		
37	The Switch should support system health checks within the switch or through external software.		
38	The Switch should support to upgrade with latest image.		
39	The Switch should generate informational and debug level logs.		

40	Access from CLI to configure the ACL automatically from any NAC solution		
41	The Switch should support all standard IEEE standards.		

Yours faithfully,
Signature of Authorized Signatory
Name of Signatory:
Designation:
Email ID:
Mobile No:
Telephone No.:
Seal of Company:

Performa for Indicative Commercial OfferRFP FOR NETWORK ACCESS CONTROL (NAC) SOLUTION & MANAGEABLE NETWORK SWITCHES.Table-A

Sr.No.	Items	Unit Cost (a)	Multiplication Factor (b)	Total Cost (c=a*b)
1.	Total Cost of NAC appliance and solution deployed at DC & DRS in HA at both location.		1	
2.	Total Cost of licenses for 1 lac elements.		1	
3.	Implementation Cost at DC and DRS		1	
4.	AMC of item at serial No 1 (@ 3 % to 10 % of item 1)		4	
5.	Total cost of NAC Solution (1+2+3+4)			
6.	Cost of 8 port Managed Switch including installation		200	
7.	Cost of 16 port Managed Switch including installation		300	
8.	Cost of 24 port Managed Switch including installation		3700	
9.	Cost of 48 port Managed Switch including installation		300	
10.	AMC of managed switches (3% to 8%) for item at serial No 6		4	
11.	AMC of managed switches (3% to 8%) for item at serial No 7		4	
12.	AMC of managed switches (3% to 8%) for item at serial No 8		4	
13.	AMC of managed switches (3% to 8%) for item at serial No 9		4	
14.	Total cost of 4500 switches (6 to 13)			
15.	Man power cost for Onsite Technical Support (OTS) monthly charges, as and when required		12	

	by the Bank after the project sign off.			
	Total of Table A (5+14+15)			

NOTES:

1. The rates quoted in indicative commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
2. All Rates at Sr. no.1, 6,7,8 & 9 should be inclusive of 3 years warranty.
3. AMC/ATS will be applicable for 4 years after expiry of warranty period of three years.
4. ATS/AMC should be quoted in the specified range only. If quoted lower or beyond the specified range, it will automatically be recalculated. For eg. In case ATS is quoted lower than 10% it will be recalculated at 10% and if quoted higher than 20% it will be recalculated at 20%.
5. L1 cost will be decided as per total of Table A above.
6. The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder.
7. The actual quantity of any item ordered may vary according to the requirement of the Bank.
8. Bank is not bound to place any minimum order for any item.
9. In addition to the initial Order placed, Bank may place subsequent orders for the licenses of elements, if required, at any time during the contract period of 7 years, at the rate finalized after Reverse Auction. The rate of single license will be arrived by dividing the cost of item at Sr No 2 by 1,00,000.
10. Bank may place orders of Managed switches at Sr No 6 to 9 for a period of 2 years from the date of signing of agreement, as per the requirements, at the respective unit rates finalized after Reverse Auction.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company:

PERFORMA FOR INTEGRITY PACT

To,
 The Asstt. General Manager,
 IT Procurement Department, HO: ITD
 Punjab National Bank,

 New Delhi

Subject: Submission of Tender for the work.....

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

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

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of 2019.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at _____ (Hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND

..... (Name and Address of the Individual/firm/Company) Through..... Details of

duly authorized signatory) (Hereinafter referred to as the “Bidder/Contractor” and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

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

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

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

Article 1: Commitment of the Principal/Owner

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

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

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

1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.

2) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner’s employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

b) The Bidder/Contractor shall not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contractor will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

4. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

5. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

4.4. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.

4.5. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

Article 3: Consequences of Breach

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

1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.

3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.

4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.

6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

(vii) The word "IEM" would include both singular and plural.

(viii) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

Article 8- Other Provisions

1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.

2. Changes and supplements need to be made in writing.

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

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

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies

aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

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

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

WITNESSES:

1. (Signature, name and address)

2. (Signature, name and address)

Place:

Dated:

Checklist

Sl. No.	Particulars	Submitted (Yes/No)	Page No
1.	Proof of RFP Cost		
2.	Proof of EMD		
3.	Terms and Conditions (Annexure-I)		
4.	Undertaking By The Bidder (Annexure-II)		
5.	Compliance To Eligibility Criteria (Annexure III)		
6.	Bidders Information (Annexure-IV)		
7.	Compliance Statement (Annexure-V)		
8.	Performance Certificate having all material information contained in Annexure – VI		
9.	Litigation Certificate (Annexure – VII)		
10.	Undertaking For Non- Blacklisted(Annexure – VIII)		
11.	Turnover Certificate by CA(Annexure-IX)		
12.	Manufacturer's Authorization Form (MAF) (Annexure-Xa) (In case Bidder is not OEM)		
13.	Undertaking for being the OEM of the offered Solution (Annexure-Xb) (In case Bidder is OEM)		
14.	Technical Specifications of the solution (Annexure – XI)		
15.	Certificate of Incorporation		
16.	Complete Bill of Material (BOM) (Both hardware & Software)		
17.	Audited Balance Sheets & Profit & Loss Statements		
18.	Integrity Pact (Annexure – XIII)		
19.	Power of Attorney and Copy of Board Resolution		
20.	Signed Copy of RFP		
21.	Signed Copy of Corrigendum , if any		