

PUNJAB NATIONAL BANK



Request for Proposal For Anti-Phishing Services along with Darknet Services

Information Technology Division

Head Office, 5 Sansad Marg,

New Delhi - 110 001

Tel: (011)- 23765468

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GENERAL TENDER DETAILS

Request for Proposal For Anti-Phishing Services along with Darknet Services		
1.	Date of commencement of Bidding Process.	09/01/2020
2.	Last date and time for sale of Bidding Documents	30/01/2020 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	13/01/2020 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	14/01/2020 at 1500 Hrs
5.	Last date and time for Hash submission	30/01/2020 upto 1600 Hrs
6.	Last date and time for online bid submission/Bid Re-Encryption	From 30/01/2020 1701 Hrs to 31/01/2020 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 30/01/2020 1701 Hrs to 31/01/2020 1400 Hrs
8.	Date and Time of Technical Bid Opening	31/01/2020 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. 5000/- + 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 *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. However Traders/ Sole Agents/ Distributors etc are excluded from this relaxation.
13.	Earnest Money Deposit	Rs. 4.00 Lac* 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 6 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 *MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of bank. However Traders/ Sole Agents/ Distributors etc are excluded from this relaxation.
14.	Contact to Bidders	Interested Bidders are requested to send the email to prateek.gupta@pnb.co.in , 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.

Note:

Technical Bids will be opened online as well as in physical form but Commercial bid will be opened online only; Bidders may view the details using their e-procurement [<https://pnbindia.biz>] registration login. Further note as below:

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).

1. 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 all the 6800 plus Service Out-Lets (SOLs), which are connected to the Data Centre and DRS through an Enterprise Wide Network. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines VSATs, Radio Links, PSTN and other forms of connectivity, which may emerge in the near future.

Punjab national Bank also have a setup for Exchange, Alternate Delivery Channels services like Internet Banking, ATM, POS, Payment gateway , Mobile banking, Kiosks etc. Besides these services, there are interfaces with applications and networks used by different institutions like NPCI, MTNL, Customs, RBI, CIBIL, NSDL and other institutions wherever required. Applications from multiple vendors for different internal requirements of Bank are also in use. All the applications are having DRS setup.

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 Operating Systems used in Different applications include different flavors of Unix like (Solaris, AIX, SCO, Linux etc.), flavors of Windows, Novell Netware, Tandem, DOS etc. The Data bases include Oracle, MS SQL, Access, FOXPRO, Sybase etc.

To Secure the Network, Communications, Systems, Application software, Data bases, Data, Information etc. and to ensure the availability of resources including the network to authorized users without any disruption or degradation, the bank is looking forward for supply, installation, managing a robust security framework as per the Information Security standards.

To further strengthen the Security Infrastructure, the Bank has already got accreditations from International Certifying Authorities like BSI (ISO:27001) to implement the functional & operational controls at par with the best in the Industry.

2. PURPOSE OF THE RFP:

Anti-phishing refers to efforts to block phishing attacks. Phishing is a kind of cybercrime where attackers pose as known or trusted entities and contact individuals through email, text or telephone and ask them to share sensitive information. Typically, in a phishing email attack, and the message will suggest that there is a problem with an invoice, that there has been suspicious activity on an account, or that the user must login to verify an account or password. Users may also be prompted to enter credit card information or bank account details as well as

other sensitive data. Once this information is collected, attackers may use it to access accounts, steal data and identities, and download malware onto the user's computer.

The purpose of this RFP is to select a vendor for providing Anti-Phishing services and Darknet services with the objective of protecting bank and its customers against any phishing site or rogue mobile app to prevent them against any cyber frauds. Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for as per requirements mentioned in the RFP. This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India, provided bidders fulfill the minimum qualification criteria as mentioned in bid document.

Please note that any deviations mentioned 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.

3. SCOPE OF WORK:

Details of scope of work are as under: -

- a. 24x7x365 proactive monitoring of World Wide Web etc. for Phishing, Brand Abuse and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank.
- b. Detecting the attacks proactively and blocking / shutting down of the attacks anywhere in the world within the minimum possible time as specified in SLA. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking and / or monitoring chat rooms used by hackers etc.
- c. Daily scanning of all the websites/apps of the Bank to detect any type of blacklisted links, suspicious activities etc. Reporting to Bank the exact nature and location of the infection for speedy removal of the infection / abnormality.
- d. Proactive Monitoring of all major Mobile App stores (like Google, Apple, Microsoft etc.) and blocking/Shutting down of Malicious App/Trojan used for Punjab National bank.
- e. Gathering the Forensic information such as IP address, exact URL, source of attack, images, screen shots, email, account details, card details, compromised data etc. from the attacks and sharing the same with the bank.
- f. Pushing the bait details and countermeasures (like login through many dummy users to identify the source and try to shutdown) in the fraudulent sites.
- g. Reporting to Bank in line with regulatory requirements about all the attacks and providing detailed information through email, dashboard, SMS alerts, Phone etc. Conference call facility with the vendor team should be available to bank in case requirement arises.
- h. Take up and coordinate the cases with CERTs and / or other legal agencies of any country in consultation with Bank.
- i. Providing customized dashboard as per bank's requirements.
- j. Monthly and other ad hoc reports to be provided as per the requirement and format provided by the bank.

- k. Additional Login ID for bank is to be created which will be utilized for activities like logging of incidents, ascertaining status of current/closed incident, generating reports of the reported incidents etc. as per requirement of the bank.
- l. Vendor should provide feasibility for entering the details of websites/apps of the bank which need to be whitelisted so that these sites are not taken down.
- m. Vendor will be required to submit monthly analysis and fraud intelligence reports (both high level/summarized and low level/detailed) to bank.
- n. Providing bank with review and advisories for phishing, incidents and how to avoid such incidents in future.
- o. Providing expert advises on, Phishing, Abuse and any other threat or exploitation of vulnerabilities, monthly basis or as and when Bank raises any query.
- p. Establishing and maintaining contacts with service providers, browser developers and other major agencies such as CERT, Anti Phishing Working Group / Data Security Council etc. to ensure effective closure of incidents.
- q. Taking all necessary security aspects into account to ensure the confidentiality and integrity of the data related to above service.
- r. Taking down of phishing sites anywhere in the world either on bidders' own reach or through partnerships. In case the said phishing site cannot be taken down or the bidder is unable to take it down, the bidder should have alternative response mechanisms other than website takedown to minimize impact of phishing.
- s. Vendor should provide Darknet services and monitor Darkweb for the information and documents related to Punjab National Bank and share the data related to cards (Debit Cards, Credit Cards, Financial Information etc.) with the Bank on daily basis.
- t. Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any additional cost to the bank.
- u. The vendor needs to perform Darkweb/ Darknet forum monitoring for bank registered brand. The vendor should monitor underground forums, IRC chat rooms, the open web (OSINT) and other communication channels where cyber-criminals congregate to sell/ buy services and tools and exchange knowledge for banks brand.
- v. The vendor (on its own or through its OEM) has to monitor sensitive data such as but not limited to Personal Identifiable Information (PII) such as customer/ Employee data, compromised banking credential/ account monitoring, Credit Card, Debit Card, leaked source code, , technical information, data used to target corporate systems, , Vulnerability/ exploit monitoring and correlation with respect to the bank infrastructure, Hactivist tracking and intelligence correlation with respect to the bank.
- w. Services should not impact the working of bank's any website. Any configuration done on the bank's infrastructure for the purpose of monitoring and prevention of malicious threats should not impact or degrade the performance of the websites.
- x. Providing assistance to bank in identifying customers affected by phishing and darkweb activities related to Punjab National Bank.
- y. Providing assistance to the bank for coordination with law enforcement agencies, CERT-in etc.
- z. Analysis of social media networks, such as Facebook, Twitter, LinkedIn, Instagram, WhatsApp etc. and domain registrations to find fake social profiles, malicious intentions and similar domains that impersonate Punjab National Bank and can compromise bank's customer information.
- aa. Email fraud, Business email compromise and consumer phishing are at all-time risk. Vendor to gain visibility into who is sending emails across the enterprise and suggest

- blocking emails sent from unauthorized sources.
- bb. Service provider should comply with any time-to-time advisories/ changes from regulatory agencies. It should make any necessary changes in the services accordingly and provide updated services to the bank without any additional cost.
 - cc. Tracking Google or any other search engine listing frauds where the customer care number & branch address of banks is changed/ modified
 - dd. Webserver referrer analysis, abuse mailbox monitoring & watermark detection code services should be provided as part of overall services
 - ee. Dedicated engagement manager from fraud command center
 - ff. Partnership & relationship with 10000+ ISPs, registrars and hosting authorities globally.
 - gg. Service provider to ensure that the reports data should be made available to the bank in a format that is further usable as per bank's needs.

Reports on incidents occurred as submitted by the vendor will be scrutinized and finalized by the Bank.

The selected bidder will be required to provide:

- a. The services as per scope (points 'a' to 'gg') for the period of 2 years from the date of initiation of services. Bank reserves the right to extend the period of services for one more year or part thereof at the same terms and conditions and prices.
- b. The services or portal should provide a real-time view of all the components of Bank's digital threat protection. All all-encompassing dashboard illustrates threat data, including volume by source and category, and takedown status. Users can also set up email alerts, create online or printer reports, request takedowns.

Bank can also increase or decrease the scope of services during the period of contract with a notice of 30 days. The list of Bank's/ amalgamated entity's/ Bank sponsored RRBs'/ Overseas Entities' or subsidiary's websites is provided as per Annexure XVII. However, this list is subject to change. Bidder will be required to monitor all the domains of the Bank including the new domains Bank may acquire during the period of contract. Bidder has to monitor the domains of the Amalgamated entity during the period of contract.

A description of the envisaged scope is enumerated as above. However, the Bank reserves its right to change the scope of the RFP considering the size and variety of the requirements and the changing business conditions.

Information Security and Audit - Bidder will have to comply with all the present and future provisions of the Information Security Policy/NPCI Guidelines/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to bank during the service contract 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.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, Board Resolution in favour of authorized person and Power of Attorney/Authorization letter 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 "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

3. BIDDING DOCUMENT

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

4. LANGUAGE OF BIDS

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

5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

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

6. AMENDMENT OF BIDDING DOCUMENTS

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

7. VALIDITY OF BID DOCUMENT

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

8. LATE BID

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

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 4.00 lacs**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Performa at **Annexure-XIV**. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 12 Months from the last date of submission of bid with a claim period of further one year. The BG should be submitted at the time of bid submission. MSE bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank. However, Traders/ Sole Agents/ Distributors etc are excluded from this relaxation.

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

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
- Commercial bid

The bidders will have to submit the technical bid in Bank's e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies

will be acceptable).

a) TECHNICAL BID

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing “Technical Bid response against Request for Proposal for Anti-Phishing Services along with Darknet Services” & also online. **Unsealed envelops 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 and Technical functionalities shall be short-listed for commercial stage.

b) COMMERCIAL BID

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

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

Bidders/OEMs 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/OEMs are also required to bring hard copy of the same queries on their letter head, 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/OEM 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/OEM attending the pre-bid are also required to submit a copy of their I-card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company.(Any other ID proof such as PAN, DL or Aadhar card will not be accepted)

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

13.SUBMISSION OF BID

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

The commercial bid should be submitted online only.

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

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

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

14.DEADLINE FOR SUBMISSION OF BID

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

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. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

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 any bidder.

20.OPENING OF BIDS

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose

to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

21. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

22. PRELIMINARY EXAMINATION

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

- Arithmetical errors will be rectified as follows:
- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.
- 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 liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

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

23. REVELATION OF PRICES

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

24. EVALUATION AND AWARD CRITERIA

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

First Stage: (Technical Evaluation)

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). All pages of the Bid Document must be serially numbered and must be properly signed 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 signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.
6. Bidders satisfying the technical requirements as determined by the Bank and accepting the terms and conditions of this document shall be short-listed for further process.
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 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 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 COMMERCIAL BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

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

provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 23- Preliminary Examination.
3. The bidders will be required to quote for all the items required by the Bank.
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.

The L-1 price and L-1 vendor will be decided on the basis of least total cost of solutions i.e Total of Table A ,derived after conducting reverse auction.

25. REVERSE AUCTION

Bank will 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 XIII)**). 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.

- 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 XIII) 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 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. The bidder shall not indulge in pressing for any unnecessary meetings with the bank officials. Any communication whatsoever will be done through official emails

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 Arbitration and Conciliation Act 1996, 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 its 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 and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. 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

The selected bidder will be required to provide the anti-phishing services as per scope (points 'a' to 'ff') for a period of 2 years from the date of initiation of services. Bank reserves the right to extend the period of services for one more year or part thereof at the same terms and conditions and prices.

Bank reserves right to cancel the contract at any time in case system/Solution/OTS 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 Total Purchase Order value, within one month of acceptance of purchase order & valid for a period of 2 years plus 6 months from the date of entering into contract. Should the Bank extend the period of services for one more year, the validity of the Performance Bank Guarantee will also be increased by one more year and the same to be submitted to the bank.
- 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 complete 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 the respective HO Division/Department. The vendor (successful bidder) shall have to accept and acknowledge orders within 15 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

5. NOT 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. SERVICE LEVEL AGREEMENT

The successful bidder will also have to enter into a Service level agreement for Service Support as per the terms and conditions of the RFP and covering the scope of work and technical requirements. The SLA requirements are as under: -

- 24x7x365 monitoring with 100% uptime.
- Informing Bank regarding any incident through online Dashboard and email within 30 minutes of detection.
- Blocking / shutting down of the attacks anywhere in the world within 3 hours of detection by the service provider or reported by bank.
- Services must have 100% uptime and should be available on 24x7x365 basis.

7. PAYMENT

Payment shall be released quarterly in arrears on submission of invoice by the bidder. Payment shall be released only for unique incidents closed during the quarter. No payment shall be released for reopen incidents.

(An incident shall be counted as reopen incident if it meets the following criteria: -

1. Incident with same IP address and
2. Incident with same Fully Qualified Domain Name (FQDN) e.g. in URL <http://www.pnbindia.in/hindi/login.jsp> FQDN is pnbindia.in.
3. A reopen incident within 90 days of the previous incident closure will not be treated as separate incident for purpose of calculation of number of incidents for payment.)

8. INSURANCE

The hardware/equipment (if any) 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.

9. UPGRADES AND UPDATES

The bidder shall be required to provide all future updates and upgrades for the proposed hardware/software 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.

10. PENALTY CLAUSE

a) Failure to maintain response time i.e. time for closure of incidence for incidences like Phishing, Pharming, Brand Abuse etc.: - In case vendor is not able to maintain the response time i.e. blocking/shutting down of issue within 3 hours, as mentioned above, a penalty will be charged as given below:

No. of Incidents during the quarter whose closure time is more than 3 hours	% of the consolidated quarterly payment amount that will be deducted as penalty
Up to 5	1%
6-10	2%
11-15	3% ... and so on

Maximum penalty deducted will be equal to 10% of the consolidated quarterly payment amount.

Also bank will reserve the right to get such incidents closed from other parties, expenses for which shall be recovered from the vendor payment.

- b) Failure to detect incidences related to Phishing:** - If selected bidder fails to detect and inform bank about any incident prior to bank detecting/ any other party informing bank about any of the incidents then penalty at the rate of 1% of the quarterly payment will be deducted for each such incident reported by the bank subject to maximum of 10% quarterly payment. If there are more than 10 such undetected incidents reported to the vendor, then bank reserves the right to review to continue with the services of the shortlisted vendor. This is over and above penalty which will be deducted from the vendor's payment.
- c) Penalty on DarkNet services:** - If selected bidder fails to detect and inform bank about any incident in Darkweb/ Darknet prior to bank detecting/ any other party/ agency informing bank about any of the incidents in Darkweb/ Darknet then penalty at the rate of 1% of the quarterly payment will be deducted for each such incident

reported by the bank subject to maximum of 5% quarterly payment. If there are more than 5 such undetected incidents reported to the vendor, then bank reserves the right to review to continue with the services of the shortlisted vendor. This is over and above penalty which will be deducted from the vendor's payment.

Penalty as in 10(a), 10(b) & 10(c) can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. Both type of penalties can be levied up to their maximum limit simultaneously.

11. TAXES

The rates quoted in Performa for Indicative Commercial offer 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.

12. 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 Purchase 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.
- d) Exceeding any of the threshold limit of Delay as per clause 10.

13. SIGNING OF PRE CONTRACT INTEGRITY PACT

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (Annexure-XV)

14. 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.

15. 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.

16. 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 appliance 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) Non fulfillment of SLA agreement as per Clause 6.

Notwithstanding anything contained hereinabove, the Bank reserves the right to terminate the contact at any time without assigning any reasons.

In case of termination of contract for the reasons that the services of vendor are not found satisfactory", the Bank shall be free to Blacklist the vendor thereby debarring them from participating in future Bids/Tender processes

17. 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 Arbitration and Conciliation Act

1996, 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.

18. 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.

19. 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.**

20. 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.

21. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER

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

22. 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 hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

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.

23. 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.

24. LIQUIDATED DAMAGES

The Bidder should adhere to laws of the land and rules, regulations and guidelines issued by the various regulatory, statutory and Government authorities as required from time to time during the course of the contract. The Bank reserves the right to ascertain information from the Banks and other institutions to which the Bidders have rendered their services for execution of similar projects. Such feedbacks from high ranking officials would also form part of vendor selection and any strong adverse comment/action about product or service would make the Bidder ineligible for further assessment/processing.

If the selected Bidder fails to complete the due performance of the contract in accordance to the terms and conditions, the Bank reserves the right either to terminate the contract or to accept performance already made by the selected Bidder after imposing Penalty on Selected Bidder as per Clause 6.

In case of termination of contract the Bank reserves the right to recover an amount equal to 5% of the Contract value as Liquidated Damages for non-performance.

Both Penalty and Liquidated Damages are independent of each other and are applicable separately and concurrently. The penalty is for delay of performance and not for termination, whereas the liquidated damages are applicable only on event of termination on default.

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure.

However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner. If any act or failure by the Bidder under the agreement results in failure or inoperability of systems and if the Bank has to take corrective actions, to ensure functionality of its property, the Bank reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures. If the Bidder fails to complete the due performance of the contract in document, the Bank reserves the right either to terminate the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated damages for non-performance.

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
I T Procurement Department
Punjab National Bank
I.T. Division, Head Office
New Delhi

Sir

Reg.: Our bid for providing Anti-Phishing services and Darknet services

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 vendor who is decided and declared so after examination of 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 for Bidders for Anti-Phishing services & Darknet services:

The minimum pre- qualification criteria for the bidders are as under:

Sl.	Pre-Qualification Criteria	Document to be submitted	Compliance (Yes/No)
1.	The bidder participating in the bid should be registered in INDIA as per the companies act or have its registered office within the jurisdiction of INDIA in last 3 years	Certification of Incorporation	
2.	Bidder must be an ISO 27001: 2008 or higher certified company.	ISO 27001: 2008 or higher certificate	
3.	The proposed Anti-Phishing and Darknet services must have been successfully provided or currently being provided in at least 2 PSU/ BFSI/ Govt. Organizations in India, during last 3 years as on bid submission date. The period for which the services have been availed or are being availed by the client organization should be at least one year.	Satisfactory Performance Certificate from the Clients as per Annexure-VI. OR Purchase Order along with Email confirmation from the clients containing all the required information. <i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</i>	
4.	The bidder must have successfully provided or currently being provided in at least 2 PSU/ BFSI/ Govt. Organizations in India, during last 3 years as on bid submission date. Out of these two, one experience should be of the OEM whose services are being proposed to Bank through this RFP. The period for which the services have been availed or are being availed by the client organization should be atleast one year.	OR Copy of Work Order along with any other proof of successful execution. <i>(Kindly note that any of the above documents submitted must be sufficient enough to certify OEM's/bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</i>	
5.	The bidder should have Support center in Delhi NCR region.	List/Details of technical support centers in India with complete addresses and contact numbers as per Annexure- 'XVI'	
6.	The bidder should not be involved in any litigation which threatens solvency of company	Certificate from certified CA to be provided as per Annexure- 'VII'	

7.	Bidder should not have been blacklisted at any time by the Govt. of India/ Banks/ PSU /BFSI /Govt. Organizations in last 3 years in India. Self-Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-'VIII'.	
8.	The bidder should either be the Original Equipment Manufacturer (OEM) of the offered services with presence in India, or its authorized representative in India.	In case of authorized representative, MAF from OEM of the Solution as per Annexure-X in their letter Head needs to be provided. In case the bidder is itself the OEM, undertaking as per Annexure-XI on their company's letter head should be provided.	
9.	The bidder should have a minimum turnover of INR 2 crores (Rs. One Crores) per annum from Information security services, for the past 3 financial years i.e. 2016-17, 2017-18, 2018-19. The bidder should have positive net worth during the last three financial years.	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. CA's valid UDIN number should be mentioned in the certificate.	
9.	Labour Law Compliance	Undertaking to be submitted	

NOTE:

1. For a particular Solution/ services, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, 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) / Service 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.
9. 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).
10. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

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 MSE (quote registration no. and date of registration, copy to be attached). However Traders/ Sole Agents/ Distributors etc are excluded from this relaxation.																	
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 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																	
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.	<table border="1"> <thead> <tr> <th>FY</th><th>Turnover Rs.(in Cr)</th><th>Net Profit/Loss Rs. (in lacs)</th><th>Net Worth Rs. (in Cr)</th></tr> </thead> <tbody> <tr> <td>2016-17</td><td></td><td></td><td></td></tr> <tr> <td>2017-18</td><td></td><td></td><td></td></tr> <tr> <td>2018-19</td><td></td><td></td><td></td></tr> </tbody> </table>	FY	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)	2016-17				2017-18				2018-19			
FY	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)															
2016-17																		
2017-18																		
2018-19																		

Date: _____

Place: _____

Signature of Authorized Signatory with Seal of the Company

Name of Signatory:

Designation:

Email ID & Mobile No:

COMPLIANCE STATEMENT

Reg.: RFP for providing Anti-Phishing services and Darknet services**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 our bid).	
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 our bid).	
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 Bank

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 providing Anti-Phishing services and Darknet services

This is to certify that M/s _____ has supplied/ implemented _____ services which is Anti-Phishing & Darknet Services originally developed by _____ (OEM name) to our organization since _____. The services provided are currently running successfully.

The services of 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 Bank

LITIGATION CERTIFICATE

Reg.: RFP for providing Anti-Phishing services and Darknet services

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.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

UDIN:

Designation:

Seal of Company

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

Sir,

Reg.: RFP for providing Anti-Phishing services and Darknet services

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 providing Anti-Phishing services and Darknet services

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 Networth from its Indian Operations out of which turnover of Rs. _____ is from Supply/Installation/Maintenance of IT Security Solutions in India, for the past 3 financial years i.e. 2016-17, 2017-18, 2018-19.

This information is based on the Audited Financial Statements for 2016-17, 2017-18 and 2018-19.

Financial Year	Turnover (in Rs)	Net Profit/ Loss (in Rs.)	Net Worth (in Rs.)	Turnover from Information Security services in India (in Rs.)
2016-17				
2017-18				
2018-19				

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

Sir

Reg.: RFP for providing Anti-Phishing services and Darknet services

We hereby submit the following: -

1. We, M/s _____ are the OEM of _____ (Name of the Antiphishing & Darknet services), being offered to Punjab National Bank through M/s _____ (Bidder's Name), who is our authorized Partner/representative in India for providing these services.
2. We, M/s _____ have the IP (Intellectual property) rights for the services being offered to Bank.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s _____
4. 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.

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

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

Sir

Reg.: RFP for providing Anti-Phishing services and Darknet services

We hereby submit the following:-

1. We, M/s _____ are the OEM of _____ which is Anti-Phishing services and Darknet services, being offered to Punjab National Bank through this RFP, and we have the IP (Intellectual property) rights of the offered solution.
2. We, M/s _____ have the IP (Intellectual property) rights for the services being offered to Bank.
3. We agree to provide services as per the scope of work and technical specifications of this RFP.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Technical specification of the Offered solution

S. No.	PARAMETER	Compl ied (Yes / No)	Remarks
1	Ability to monitor incidents related to branch abuse		
2	Ability to monitor all kind of incidents given below: <ul style="list-style-type: none"> · Phishing: · Pharming · Trojan · Brand Abuse · Compromised Servers · Spoofed email address · Domains (old / new) similar to “Punjab National Bank/PNB/PNB India etc” also the domains of Amalgamated entity 		
3	Ability to monitor major Mobile app store for Malicious App/Trojan etc.		
4	Ability to report incidents through all modes of communication (email, sms, phone call, dashboard etc) and sending list of compromised accounts immediately on detection.		
5	Ability to close any incident within the earliest possible time, take proper counter measures wherever required, ensuring continuous monitoring for repeated incidents and maintaining sufficient contacts with ISP/third parties to act on behalf of PNB for timely closure of incidents		
6	In how many international languages is service provider able to communicate (minimum 50 languages should be supported)		
7	Legal support in the form of communication with CERT/Cyber Crime (with special permission from the Bank). Technical support should be provided on a continuous basis.		
8	Provision of Dashboard that should have all the following features: <ul style="list-style-type: none"> · Display of high and low level reports · Regular update of incidents · Customized reports/ option to process adhoc queries · Help menu · Capacity to download extracted data · Availability of screen shots of all phishing related incidents · User access facility · Display of ongoing compliance status 		

S. No.	PARAMETER	Compl ied (Yes / No)	Remarks
9	Forensics capability must ensure the following functionalities: <ul style="list-style-type: none"> · Comprehensive analysis · Extracting critical data · Providing critical information to the customer as per the nature of the incident. · Ability to provide data for investigation purposes 		
10	Providing advisory services in the form of: <ul style="list-style-type: none"> · Advisory for online threats · Presentations in a quarter · Review calls · Intelligence alerts · High and low level reports on a monthly basis · Regular alerts on critical vulnerabilities · Articles and white papers · Tools and other methods used by the fraudster against the Bank 		
11	Capability to meet SLA as defined in RFP and mechanism to monitor the performance on a regular basis		
12	Contacts with: <ul style="list-style-type: none"> · How many Major leading browser developers (minimum 5) · How many ISPs (Minimum 500) · In how many countries there is a tie up with ISPs (minimum 20 countries) · IS SI / OEM member of Anti-Phishing Work Group / Data Security council. 		
13	Must adhere to the following security aspects: <ul style="list-style-type: none"> · Abide by the security policy of the Bank · Role based authentication to the dashboard · Secured flow of data from vendor to the client · Security controls at monitoring site · Controls to avoid data tampering 		
14	Experience in Anti Phishing, Anti Pharming and anti-Trojan services (completed years only) (minimum 3 years)		
15	Number of customers using proposed / offered Anti Phishing services (minimum 20 in India) and Darkweb (10 in India)		
16	Number of Banking customers using proposed / offered Anti Phishing service (minimum 10 in India) and Darkweb (5 in India)		
17	Number of phishing, pharming and Trojan incidents closed during last 1 year (minimum 20000 in last one year in India)		

S. No.	PARAMETER	Compl ied (Yes / No)	Remarks
18.	Should have ability to identify potential branch infringements and affiliations risk related to misuse of bank's logo on all third party websites		
19.	Should have the ability and mechanism to call, email and/or send sms to the bank on the basis of severity of any phishing/ malicious incident.		

Yours Sincerely,

Signature of Authorized Signatory (of OEM)

Name of Signatory:

Designation:

Date:

Place:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Signature of Authorized Signatory (of Bidder)

Name of Signatory:

Designation:

Date:

Place:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Note: Technical Specifications must be submitted on OEM's Letter Head Duly signed & Stamped by authorized signatory of OEM (who has signed the MAF) & also Duly countersigned & Stamped by authorized signatory of Bidder.

PERFORMA FOR INDICATIVE COMMERCIAL OFFER**RFP for providing Anti-Phishing services and Darknet services****Table-A**

S No	Item	Description	Multiplication factor (A)	Per quarter Cost (in Rs) (B)	Total Cost (C) = (A)*(B)
1.	Online monitoring and blocking of incidents like Phishing, Pharming, Brand Abuse etc, scanning of websites and Darknet services	Services as per scope of work points 'a' to 'gg'	8		
Total cost					

NOTES:

1. The rates quoted in 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. Any column left blank by the bidder will result in disqualification of the bid.
3. L1 cost will be decided as per total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
4. Bidder should quote rates per quarter which will be valid for the period of 2 years from the date of signing of contract.
5. Bank will not be making any other payment except those mentioned in the commercial bid.

Date: _____**Place:** _____**Signature of Authorized Signatory****Name of Signatory:** _____**Designation:** _____**Email ID:** _____**Mobile No:** _____**Telephone No.:** _____**Seal of Company:** _____

PERFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date
Punjab National Bank
Information Technology Division
5, Sansad Marg
New Delhi 110001

Dear Sir,

In accordance with your bid reference no. _____ Dated _____ M/s_____having its registered office at _____herein after Called 'bidder') wish to participate in the said bid for RFP for Anti-Phishing Services & Darknet Services

An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs._____ Rupees (in words_____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

We, the _____ (Name of Bank)_____ (Address of Bank) having our Head office at _____ therefore Guarantee and undertake to pay immediately on first written demand by Punjab National Bank, the amount Rs._____ Rupees (in words_____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

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

"Notwithstanding anything contained herein above

Our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words_____).

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this _____ Day of _____ 2018 at _____

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

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 of2019.

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 Asstt. General Manager Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

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

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

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

3. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but

not both. Further, in cases where an agent 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.

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

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

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

7. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercie 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

2) 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.

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/

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

Article 7-Independent External Monitor (IEM)

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) Sh. Raj Kumar Singh (I.R.S Retd.), email ID: mrrajksingh@gmail.com for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

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

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

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

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

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

Article 8- Other Provisions

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

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

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

Article 9- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/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:

ANNEXURE - XVI

DETAILS OF TECHNICAL SUPPORT CENTERS IN Delhi/ NCR

Sr. No.	Location: address	Location: Telephone/ Fax No	Status of office working days and hours	Number of Maintenance Engineers employed	Number of Maintenance Staff employed	Web Security Services being provided from mentioned office
1						
2						
3						
4						

Add as many rows you want to add

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

WEBSITES

(list is subject to change from time to time. Bidder will be required to monitor all the domains of the Bank including the new domains Bank may acquire during the period of contract.)

S. No.	domain_name		
1	acformpnb.co.in	36	rrbpnb.in
2	onlinepnbglobal.info	37	net-pnb.in
3	pnbindia.net.in	38	pnbdifcdubai.com
4	pnbfikiosk.co.in	39	netpnb.net
5	pnbonlineglobal.org	40	pnbglobal.net
6	pnbrrbkiosk.co.in	41	onlinepnb.co.in
7	pnb.co.in	42	pnbonlineglobal.com
8	pnbindia.tv	43	pnbonlineglobal.name
9	pnbindiaglobal.net	44	pnbnet.in
10	pnbonlineglobal.co.in	45	onlinepnb.in
11	pnbcppts.in	46	pnbnet.biz
12	pnbdubai.com	47	punjabnationalbank.name
13	hpgbank.co.in	48	netpnbglobal.in
14	pnbnet.info	49	pgb.co.in
15	net-pnb.name	50	supgbank.co.in
16	net-pnb.co.in	51	pnb-india.net
17	onlinepnb.com	52	net-pnb.org
18	pnbindiaglobal.biz	53	pnb-india.info
19	punjabnationalbank.biz	54	onlinepnb.net
20	pnbindiaglobal.com	55	pnbindiaglobal.org
21	netpnbglobal.info	56	pnbnet.name
22	pnbglobal.mobi	57	pnbonlineglobal.mobi
23	punjabnationalbank.mobi	58	onlinepnb.org
24	net-pnb.biz	59	onlinepnbglobal.org
25	mypnb.in	60	pnb-india.in
26	onlinepnb.info	61	pnbonlineglobal.info
27	onlinepnbglobal.com	62	shgbank.co.in
28	pnbcreditcard.mobi	63	pnbindia.name
29	pnbindia.pro	64	pnbglobal.co.in
30	pnbindia.biz	65	pnbcreditcard.name
31	net-pnb.com	66	pnb-india.biz
32	onlinepnb.biz	67	pnb-india.co.in
33	pnbonlineglobal.biz	68	pnbdifc.com
34	onlinepnb.mobi	69	pnb-india.mobi
35	onlinepnbglobal.name	70	onlinepnbglobal.net
		71	pnbcard.in

72	netpnbglobal.org
73	onlinepnbglobal.biz
74	netpnb.org
75	rrbkioskpnb.co.in
76	pnb-india.name
77	pnbcreditcard.xxx
78	pnbnet.org
79	pnbnet.net.in
80	auapnb.co.in
81	onlinepnb.name
82	pnbcreditcard.info
83	pnbindiaglobal.co.in
84	pnbindiaglobal.mobi
85	onlinepnbglobal.co.in
86	netpnb.name
87	pnbwecare.in
88	pnbglobal.name
89	pnb-india.org
90	pnbglobal.in
91	netpnbglobal.co.in
92	pnbonlineglobal.in
93	net-pnb.info
94	punjabnationalbank.tv
95	pnbnet.org.in
96	netpnbglobal.biz
97	pnbglobal.biz
98	pnbindiaglobal.in
99	net-pnb.mobi
100	punjabnationalbank.net
101	pnbglobal.org

102	pnbglobal.info
103	onlinepnbglobal.in
104	pnbonlineglobal.net
105	netpnbglobal.com
106	mbgbpatna.co.in
107	net-pnb.net
108	shgbmobile.in
109	pnb.in
116	pnbuniv.in
110	pnberupaya.in
111	hpgbmobile.in
112	mbgbmobile.in
113	pgbmobile.in
114	pnbkitty.in
115	pnbupi.in
116	supgbmobile.in
117	pnb.net.in
118	onlinepnbbhutan.in
119	pnbbillpay.in
120	pnbupi.org
121	netpnb.com
122	mypnbone.in
123	pnbibanking.in
124	mypnbone.com
125	pnbuk.com
126	ukpnb.com
127	punjabnationalbankuk.com
128	pnbindia.com
129	Pnbindia.in

130	pnbindiaglobal.name
131	pnbindiaglobal.info
132	netpnbglobal.name
133	netpnbglobal.mobi
134	netpnb.biz
135	onlinepnbglobal.mobi

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.	Proforma for Performance Statement –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-X)		
13.	Undertaking for being the OEM of the offered Application(Annexure-XI)		
14.	Technical Specifications (Annexure – XII)		
15.	Certificate of Incorporation		
16.	Complete Bill of Material (BOM) (Both hardware & Software)		
17.	Audited Balance Sheets & Profit & Loss Statements		
18.	Integrity Pact (Annexure – XV)		
19.	Power of Attorney and Copy of Board Resolution		