

# **PUNJAB NATIONAL BANK**



**(Open Tender)**

**Request for Proposal (RFP)  
For**

**Selection of Service Provider for  
Conducting Red Team Exercise**

Punjab National Bank  
**Information Technology Division**  
Head Office, 5 Sansad Marg,  
New Delhi - 110 001  
Tel: (011)-23724596

## **DISCLAIMER**

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

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

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

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## GENERAL TENDER DETAILS

| RFP FOR SELECTION OF SERVICE PROVIDER FOR CONDUCTING RED TEAM EXERCISE. |   |   |
|---|---|---|
| 1.  | Date of commencement of Bidding Process.                                  | 22/04/2022  |
| 2.  | Last date and time for sale of Bidding Documents                          | 16/05/2022 upto 1600 Hrs  |
| 3.  | Last date and time for receipt of queries from bidders for Clarifications | 28/04/2022 upto 1400 Hrs  |
| 4.  | Date of Pre-Bid Meeting   | 29/04/2022 at 1500 Hrs  |
| 5.  | Last date and time for Online Bid Submission/Hash submission              | 16/05/2022 upto 1600 Hrs  |
| 6.  | Last date and time for online bid re-Encryption                           | From 16/05/2022 1701 Hrs to 17/05/2022 1400 Hrs   |
| 7.  | Time for submission of technical supporting document (Hard Copy)          | From 16/05/2022 1701 Hrs to 17/05/2022 1400 Hrs   |
| 8.  | Date and Time of Technical Bid Opening                                    | 17/05/2022 at 1600 Hrs  |
| 9.  | Place of Submission of Bids   | Asstt. General Manager<br>Punjab National Bank,<br>IT Procurement Department,<br>I.T. Division, HO: 5 Sansad Marg,<br>New Delhi 110 001   |
| 10.   | Place of opening of Bid   | Punjab National Bank,<br>Information Technology Division, 2nd floor,<br>HO, 5 Sansad Marg, New Delhi – 110 001  |
| 11.   | Address for communication   | As above<br>Tel:- (011)-23724596  |
| 12.   | Cost of RFP   | <b>Rs. 10,000/-+ 18 % GST*</b> (Non-refundable) should be submitted <b>online only</b> in favour of Punjab National Bank before last date of bid submission in the following account:<br>IFSC Code: PUNB0399900<br>Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001<br>Account No. <b>0153002200175673</b> (16 digits)<br>Imprest account – HO IT Division<br>*MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP. |
| 13.   | Earnest Money Deposit   | Bid Earnest Money (EMD) of Rs 4.00 lacs, 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 <b>Annexure-XI</b> .   |

|     |                    |  |
|-----|--------------------|--|
|     |                    | In case, change in any Govt guidelines related to EMD then bidder has to adhere the same accordingly.  |
| 14. | Contact to Bidders | Interested Bidders are requested to send the email to Sh Mohit Tewari (SM-IT) at <a href="mailto:mohit.tewari@pnb.co.in">mohit.tewari@pnb.co.in</a> , Sh Tarun Shahani (CM-IT) at <a href="mailto:tarun@pnb.co.in">tarun@pnb.co.in</a> , 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

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](mailto: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](mailto: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 hard copy of Technical bid.
6. The Indicative commercial bids are to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues 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 site (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).

Punjab National Bank

## 1. INTRODUCTION:

Punjab National Bank (PNB) (after amalgamation of PNB, eOBC & eUNI) is one of the leading nationalized Banks, has its head office at New Delhi and has more than 11,500 branches and more than 13000 ATMs (onsite and offsite) all over the country. It has 24 Zonal Offices and 161 Circle offices controlling these branches/ATMs besides specialized service branches, DC/DRS, training establishment and other offices. There are 9 RRBs (Regional Rural Banks) and having various offices at Hongkong, Dubai, Bhutan, UK etc.

## 2. PURPOSE OF THE PROJECT:

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling Punjab national Bank ("the Bank") to select Service Provider for conducting Red Team Exercise for the Bank as per the scope of work given in this RFP.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and any successful Bidder as identified by the Bank, after completion of the selection process as detailed in this document.

**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:

The Scope of Work includes the following components: -

### **For On-Premise based Red Team capability solution**

3.1. The Bidder shall be responsible for quarterly Red Team Exercises for the Bank's Security deployment. The Bidder should also propose and deploy an On-Premise automated tool for PNB and perform below activities wherein the red team exercise should be done through on premise appliance and if required, internet should be used only for downloading attack vectors/updates/upgrades. No direct internet access will be provided to on premise appliance(s) for conducting Red Team exercise for internal segment, which is not exposed to internet.

- a. The Platform impact on network performance should be minimal during Red Team Exercise. The Platform should not process actual live traffic and so should not impact any user flows. Non-Destructive simulation Initiator would only be allowed to generate lightweight traffic. Tests in the production network should not be destructive (i.e. are only transport, not execution) - destructive behaviour tests are only done in the secure containers, a sandbox separated from the production network. Most network tests should be measured in hundreds of Kilobytes, which is very small.
- b. The Platform should support scaling up to national and remote networks. If need be it should support PNB's International (Global) Locations as well.
- c. The Platform should support attack reply & attack import from PCAP.

- d. The Platform should allow for the user creation of custom test / attack content. Such as the ability to import PCAP via a simple “click and drag” wizard. This imported data has to be stored in the test / attack library for replay at any time.
- e. The Platform should support the development of custom attacks. PNB should be in a position to develop its own attacks for use in the Red Team exercises.
- f. PNBs’ SOC Team should also have control to create non-destructive attacks directly from the GUI. Non-Destructive Attack creation should be automated by using the platform REST API

Custom attacks include:

- PCAP
- DNS requests
- Custom email (attachments, links in body, etc)
- Web requests
- Socket
- Host CLI for endpoint (python, bash, windows CMD, PowerShell)
- TCP Port Scan, Spam Mail, bot and command center, Mail relay, proxy vulnerabilities (Hafnium) attacks, Log4J exploits, access of website from TOR network, Phishing email, spring4shell vulnerability, attacks based on OWASP, attacks on firewalls, IPS, DDoS prevention module, Spam or any other vulnerabilities evolved during the period of Contract.

- g. The platform should support integration with vulnerability management.
- h. The Platform should support several integrations out of the box, namely to SIEM, IDS/IPS, firewall, endpoint and threat intelligence platforms, and furthermore also provides an open API that vulnerability management platforms can connect to either directly or via an orchestration and automation platform. The platform should supports vulnerability prioritization based on simulation score. The platform shouldn't just test endpoint security controls, it also should tests the performance of network security controls (like firewalls, proxies, IDS/IPS). This means that test results need to be interpreted in context. As an example, maybe a server has an identified vulnerability, but tests should show that either (or both) the endpoint and the firewall actively detect and block the corresponding exploit. This could significantly lower the criticality of the vulnerability. As a result, the platform provides the ability for users to tag actions so that corresponding results can then be highlighted in reporting.
- i. The platform should provide a MITRE Attack Dashboard and a Heatmap Dashboard that highlight the areas of concern that should be prioritised by PNB SoC Team.
- j. The Platform should provide information and guidance on remediation of identified results. The platform should provide ample information on the specifics of each attack in order to enable PNB SoC Team and different other Teams (Network, Endpoint, Email, DataCenter, CBS etc.) to remediate any issues encountered.
- k. The Platform should support safe running of advanced/malicious testing in production environment against security controls within a confined isolated virtualization environment for the testing of endpoint security controls against destructive behaviors such as destructive malwares and ransomwares. This will include a PNB's Golden Image (which is rolled back to normal condition after each test). All traffic is blocked except 443 to the repository containing the IoCs only.
- l. The Platform should support testing email security controls against data exfiltration, malware and phishing. It should enable the validation and tuning of PNB’s email security tools, such as Proofpoint, Symantec. It should leverage a dedicated internal and external email account destination to send threats like malware and spear-phishing links across the email server into PNB, and to send sensitive information like PII and PCI data out of PNB to validate that the email security and DLP controls PNB has in place are working as the Bank expects. This should support Office 365, Microsoft Exchange and other standard email platforms.

- m. The platform should support executing external attacks from internet towards internal controls

**3.2. The bidder shall develop a Project Management Plan which shall address the following Service(s) processes:**

Document Control  
Change Management  
Inspection and Testing

**3.3. Training-** Vendor is required to impart training to the identified bank personnel/ SOC team on the platform, functionality and services. In addition to that, mandatory training of atleast 2 Days is to be provided to Bank staff (10 officials) twice in the first year of Contract (at a minimum gap of 6 months), with complete knowledge transfer for handling the guidance as Blue team against Red Team Exercise.

**3.4 Social Engineering** – The vendor shall be responsible for delivering social engineering exercises every quarter for a year and should be able to capture statistics to measure success of exercise. Vendor is responsible to perform following activities:

- a) Vendor and Bank are required to determine a target list of Bank's employees and the scenarios used for social engineering. Vendor should be able to develop scenarios based on Bank's environment, newsworthy events, and previously successful attacks.
- b) Vendor should be able to perform email and phone based social engineering campaigns
- c) Vendor using social engineering should be able to harvest bank's employees credentials
- d) The solution should have capability to grade end user based on their skills through various mechanisms and planning/training each employee based on their skills.
- e) The solution should support low and advance level of phishing exercise not limited to just Email.
- f) Solution should have capability to personalise and gamified to make learning process for efficient and engaging
- g) The solution should provide multiple scenarios for creating phishing campaign not just limited to of spear-phishing, ransomware or CEO fraud
- h) The solution should have support of more than 15 languages for creating phishing scenarios
- i) The solution should have inbuilt templates for creating phishing campaigns and also has capability to run a wizard for creation of phishing campaigns and templates.
- j) The solution should have capability to schedule the campaign to run in the near future and use the smart campaigns option to address multi-level of awareness per employee automatically.
- k) The solution should provide dashboard for each phishing campaign
- l) The solution should provide customise report in CSV, PDF etc format
- m) The reports / Dashboard includes: Average Awareness over time, Training Completed, Average Click Rate, Unique participants, Skipped training, Total Mails Sent, Total Campaigns, Average Report Time, Best Report Time, Click Rate By Department, Click Rate By Scenario, Total Clicks By Location, Campaign Type Distribution, Campaign Results, Attack Readiness Indicators, Time On Training and Average Score, Employees By Times Lured.
- n) The solution should have capability to install a plugin with outlook or any other email client for reporting of any phishing incident
- o) The solution should force phished employee for completion of a particular training module built in the system or by integrating with banks learning module system. The training module should be customisable and based on the level of the awareness of employee being phished.

**3.5 Red Team Assessment** – The vendor is required to deliver Red Team assessment with two objectives as discussed with Bank. Vendor should be compliant with below specifications and actions:

- a) The Vendor should have a team of at least 50 red team consultants globally.
- b) The Vendor should be CREST STAR certified or equivalent.
- c) The Vendor should have prior experience in managing (Client Industry)-related incidents / investigations.
- d) The Vendor should have performed at least 50 red team exercises globally over the last 1 year.
- e) All personnel involved in delivering the Services should have prior experiences in performing Red Teaming.
- f) All personnel delivering this activity must have relevant cyber security related certifications such as OSCP, OSCE, GPEN, CISSP, CISM, etc.
- g) All personnel delivering should have at least 5 years of hands-on penetration testing experience.
- h) Vendor must use non-destructive methods necessary to accomplish a set of jointly agreed upon mission objectives while simulating attacker behavior.
- i) Assessment must be done in Company's production environment against a realistic, "no-holds-barred" attacker.
- j) Scope of the assessment must cover the internal security team's ability to prevent, detect, and respond to incidents in a controlled and realistic environment.
- k) Vendor must closely mimics a real attacker's active and stealthy attack methods by using Technique, Tactics and procedure (TTP) seen on real, recent incident response engagements in order to assess the security team's ability to detect and respond to an active attacker scenario.
- l) Vendor must adopt fact-based risk analysis and recommendations approach.
- m) Objective and Scope of Red Team operations must be mutually agreed between consultant and the company. The vendor should apply industry experience to identify objectives that represent primary risk to the company's core business functions.
- n) The engagement must follow the phase of attack life cycle which minimally should consist of Initial Compromise, Establish Foothold, Lateral Movement, and Complete Mission.
- o) Consultant must leverage a combination of proprietary intelligence repositories as well as industry leading commercial threat intelligence tools and techniques throughout the engagement.
- p) The scope of engagement should include testing of the company's detection and response capabilities.

**Additional vendor expertise should include:**

- a) The Security Vendor should have at least 15+ years of experience responding to and remediating headline breaches across various countries and verticals
- b) The Security Vendor should have a global team of consultants of 10 or more dedicated to cyber security and incident response
- c) The Security Vendor should have at least 10 or more cyber threat intelligence analysts
- d) The Security Vendor should have a cumulative experience with more than 10+ cyber security investigations conducted for last 3 years
- e) The Security Vendor should have deep knowledge of attack methodologies, background, objectives, target countries/verticals categorized by specific APT groups
- f) The Security Vendor must be able to provide profiles of at least 10 APT groups with comprehensive insights built on tracking of and responding to threats/breaches originating from these APT groups
- g) The Security Vendor should have discovered at least multiple zero-day exploits over the past 3 years, with demonstrable attribution/proof from affected 3rd party vendors.

**Other conditions:**

- a. Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.
- b. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- c. Bank reserves the right to change the Successful bidder with three months' notice to the concerned person of the Company.
- d. A detailed agreement will be done with the successful bidder specifying roles and responsibilities.
- e. The offered solution shall be subject 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 successful bidder should provide solution and implementation for all the audit points raised by Bank's internal/external team during the contract period without any extra cost.
- f. Obtaining Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the successful bidder (successful bidder). The successful bidder (successful bidder) shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

## INSTRUCTION TO BIDDERS

### 1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

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

### 2. COST OF BIDDING

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

### 3. BIDDING DOCUMENT

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

### 4. LANGUAGE OF BIDS

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

### 5. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.

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

### 6. AMENDMENT OF BIDDING DOCUMENTS

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

## 7. VALIDITY OF BID DOCUMENT

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

## 8. LATE BID

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

## 9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

## 10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of Rs 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-XII**.

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

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

### **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 Banks e-procurement system as well as in hard copy and commercial bids in only online form through Bank's e-procurement system. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).



### a) **TECHNICAL BID**

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing **“Technical Bid response against RFP for Selection of Service Provider for Conducting Red Team Exercise.”** & also online. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all.** Technical bid documents with any commercial information will be rejected.

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

### b) **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 in the Technical Evaluation Stage. **(Annexure-X)**

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

Bidders are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders are also required to bring hard copy of the same queries 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 No. | Page | RFP Clause Name & No. | RFP Clause | Bidder's Query/Suggestion/Remarks |
|---------|---------|------|-----------------------|------------|-----------------------------------|
|         |         |      |                       |            |                                   |
|         |         |      |                       |            |                                   |

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

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

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely 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](http://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 Assistant 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 Assistant General Manager  
Punjab National Bank,  
IT Procurement Department,  
I.T. Division, HO: 5 Sansad Marg,  
New Delhi 110 001

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

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

#### **15. MODIFICATION AND/OR WITHDRAWAL OF BIDS**

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

submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated.

## **16. CONTACTING THE PURCHASER**

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

## **17. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

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

## **18. LOCAL CONDITIONS**

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

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

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by 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 signed in Full (no initials) by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

2. All third party documents must be signed by their authorized 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 determination will take into account bidder's financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders.
9. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification/Solution 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 22-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.

**5. The L-1 price and L-1 successful bidder for the contract will be decided on the basis of least grand total cost 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 X)**). Base Price, bid decrement value will be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

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

a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.

b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.

c. During the course of Reverse Auction if eligible bidders accept the base price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Indicative Commercial bid format (Annexure X) 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.

## **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. CONFIDENTIALITY**

1. Except as required by law, the parties shall ensure that all the confidential information-business or otherwise as disclosed by one party to other/s during negotiation/implementation/execution of this Agreement or which may in any manner by any of its officers comes into the other party's knowledge or possession or control, shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any other party (including a subcontractor) except insofar as may be required for the proper implementation of this Agreement or permitted by other party expressly in writing.

2. For the purposes of this Agreement, information relating to the Bank's business, of its customers/employees, business systems, business processes, policies, internal notes, third party correspondences and documents shared in confidence or in respect of which no express permission has been obtained from Recipient by Disclosing Party, supplier lists or any other information having potential bearing on its business, trade, standing or reputation, information affecting employee's or an office bearer's right to privacy or proprietary information as defined hereinafter shall be deemed to be confidential information. For the purposes of this clause, Proprietary Information shall include, but not be limited to, domain names, trade secrets- whether or not protected under any patent or copy right or other intellectual property laws- whether contained on computer hard disks or floppy diskettes or otherwise available in any oral, scripted or photographic or electronic form- without any limitation whatsoever, copyrights, business ideas, techniques, know-how, inventions (whether patentable or not), any other information of any type relating to designs, configurations, information concerning technical or financial aspects, intellectual property rights, documentation, policies, board notes, circulars, letters including correspondences received or exchanged via electronic or web-based mediums in confidence, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, the information concerning the Parties' actual or anticipated business, research or development, or the information which is received in confidence by the disclosing party to the Recipient. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

Notwithstanding the foregoing, any information which orally or visually or in writing is disclosed to the recipient by the Disclosing Party shall be deemed to be Confidential Information, if the disclosing party, within 10 (ten) days after such disclosure, sends to the Recipient a written document or documents describing such Proprietary Information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Recipient to whom such disclosure was made.

3. Vendor agrees to regard and preserve as confidential all information related to the business and other activities of the Bank, its customers, suppliers and other entities with whom Bank is presently or in future may enter into business, as may be obtained by Vendor or may be developed as a result of this Agreement. Vendor agrees to hold such information in trust and complete confidence for Bank and not to disclose such information to any person, firm or enterprise or use (directly or indirectly) any such information for its own benefit or the benefit of any other party, unless expressly authorized by Bank in writing, and further agrees to limit access to and disclosure of such confidential information to Vendor's employees on a strictly "need to know" basis only and who have signed or are bound by confidentiality agreements/undertakings at least as stringent as those contained herein. Vendor shall not without the consent of Bank make use of any document or reproduce in any way the information which it may come to know or have, except for the purpose of performance of this Agreement.

4. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.

5. That if the Vendor hires another person to assist it in the performance of its obligations under the terms of this Agreement, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Agreement to another person in any manner, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality.

6. Even if a Vendor's employee leaves the job or his services are terminated/expires, the Vendor shall ensure that he does not share any confidential information of the Bank with third parties nor uses such it to derive unauthorised profits out of it. Vendor shall continue to be responsible for any such act of its ex-employee and agrees to indemnify the Bank against any loss suffered by Bank due to disclosure of confidential information in such circumstances.

7. Bank acknowledges that it considers the Vendor related material information including software product(s), trade secrets, documentations and electronic or non-electronic communication made in confidence, to be confidential and, agrees that unless Bank has obtained Vendor's written consent, Bank shall keep such materials confidential and prevent their disclosure to any person other than employees, representatives of Vendor or any other person it reasonably believes to be authorised by Vendor to receive such information, to whom it shall be disclosed only for purposes specifically related to Vendor's permitted use of the Products/as necessary for the purposes of this agreement.

8. An Information shall not be considered confidential to the extent and only to the extent, such information is:

- a. already known to the receiving party free of any restriction at the time it is obtained from the other party;
- b. subsequently learned from an independent third party free of any restriction and without breach of this Agreement;
- c. is or becomes publicly available through no wrongful act of the other party;
- d. is independently developed by one party without reference to any Confidential information of the other;
- e. is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely written prior notice of such requirement.

9. The obligation contained in this clause shall survive after the termination of this Agreement. Confidentiality of customer information shall be maintained and survive even after the Agreement expires or terminated.

10. The infraction of confidentiality terms shall constitute material breach of the Agreement, and the bank shall be entitled to take appropriate actions as available in law or under this Agreement against the Vendor as the case may be. VENDOR agrees to indemnify



PNB against any loss suffered by PNB due to breach of confidential terms as mentioned hereinabove.

## **29. FORCE MAJEURE**

Notwithstanding anything contained in this Agreement, the vendor 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 Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

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

## **30. NON-DISCLOSURE**

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

- a. That the vendor will treat the confidential information as confidential and shall not disclose to any third party. The vendor will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- b. That the vendor will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the vendor will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the vendor shall use full efforts to advise the Bank immediately in the event that the vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the vendor, and will cooperate in all manner in seeking injunctive relieve against any such person.
- c. That if the vendor hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate

to be bound to retain the confidentiality of the confidential information in the same manner as the Vendor is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.

- d. That the vendor will strictly maintain the secrecy of Bank's data.

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

### **31. PROCUREMENT THROUGH LOCAL SUPPLIERS (MAKE IN INDIA)**

Procurement through Local Supplier (Preference to Make in India) will be done as per the "Public Procurement (Preference to Make in India) Order 2017 issued vide Department of Industrial Policy and Promotion (DIPP) Notification No. P-45021/2/2017-B.E-II dated 15.06.2017 and thereafter revised vide Notification No. P-45021/2/2017-PP (B.E-II) dated: 28.05.2018 & No. P-45021/2/2017-PP(BE-II) dated 04.06.2020. Please also refer to Notification No. F.No.33(1)/2017-IPHW dt:14.09.2017 for the list of Electronic Products that are notified under the Public Procurement (Preference to Make in India) Order 2017.

'Local Supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order. The minimum local content shall be 50%.

The bidder (if local supplier) will have to submit a self-certification that the offered item meets the minimum local content and shall give details of the Locations at which the local value addition is made. The bidder will also submit a certificate from statutory auditor or cost auditor of the company or from a practicing cost accountant or chartered accountant giving the percentage of local content.

## TERMS AND CONDITIONS

### 1. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) and Non-Disclosure Agreement (NDA) 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 If the contract is not signed within the given period 30 days/extended period, 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.

Note: working days refers to Bank's working days.

### 2. DURATION OF CONTRACT

The **contract will be valid for two years from the date of agreement signed with the Bank**, if not revised earlier of all the hardware & software licenses. Bank at its sole discretion may extend the contract for a further period of 1 year in tranches of 6 months or part thereof, at the same rate and same terms & conditions, subject to satisfactory performance of successful bidder and mutual agreement on the terms and conditions.

Bank reserves right to cancel the contract at any time in case system 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 3% of Contract value within one month of acceptance of purchase order & initially valid for a period of 2 years with claim period of another 12 months.
- 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/services.
- d) In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder 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 Bank. The 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 “successful bidder”) 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 successful bidder 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 successful bidder). Bank also reserves the right to blacklist/debar the said successful bidder 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. EXECUTION OF ORDER**

Successful Bidder has to start the project within 2 weeks from date of signing of Contract.

#### **7. RED TEAM EXERCISE TIME**

Bidder shall have to complete Red Team Exercise within 6 weeks from start of every quarter based on the parameters/ criterion defined by the Bank and shall submit reports within 1 week of completion of Red Team Exercise as per scope of the RFP.

#### **8. ACCEPTANCE TEST**

All the delivered hardware/software/solution items wherever applicable may be subjected to an acceptance test. Successful bidder has to arrange one Engineer at the site at the date and time mentioned by the Bank to assist in the acceptance test.

#### **9. PAYMENT**

The invoices shall be raised after completing the whole round of Red Team Exercise as per scope of work mentioned in the RFP and payment shall be released within 30 days from the receipt of undisputed invoices by bank. In case of any dispute regarding the invoice will be communicated to the selected bidder within 15 working days from the date of receipt of the invoice.

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

#### **10. TAXES AND DUTIES**

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.

It will be the responsibility of the Vendor to provide clarifications/particulars/ documents etc. to the appropriate tax authorities for assessment of tax, compliance with labour and other laws, etc. at its cost.

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to effect such deductions from the payment

due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

#### 11. PENALTY:

Penalty will be applicable for the non-completion or delay in completion of Red Team Exercise based on the parameters/ criterion defined by the Bank.

| <b>Delay in Completion of Red Team Exercise</b> | <b>Penalty</b>       |
|---|----------------------|
| If delay > 1 week                               | 2% of invoice value  |
| If delay > 2 week                               | 4% of invoice value  |
| If delay > 3 week                               | 6% of invoice value  |
| If delay > 4 week                               | 8% of invoice value  |
| If delay > 5 week                               | 10% of invoice value |

| <b>Submission of Red Team Exercise Report</b> | <b>Penalty</b>       |
|---|----------------------|
| If delay > 1 week                             | 2% of invoice value  |
| If delay > 2 week                             | 4% of invoice value  |
| If delay > 3 week                             | 6% of invoice value  |
| If delay > 4 week                             | 8% of invoice value  |
| If delay > 5 week                             | 10% of invoice value |

The penalties for delay in completion of Red Team Exercise and submission of report will be mutually exclusive. However, the maximum cap will be 10% of the invoice value.

**Note:** Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off.

In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

#### 12. INCIDENTAL SERVICES

The successful bidder may be required to provide all but not limited of the following services, including additional service, if any relating to:

- i) Performance or supervision of on-site assembly and /or start-up of the goods/ services;

- ii) furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services;
- iii) Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable

### **13. 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.

### **14. 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 by the bidder 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. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

### **15. INFORMATION SECURITY**

Successful Bidder upon selection will comply with all the present and future provisions of the Information Security Policy/Guidelines of RBI, Respective Govt. Agencies and the Bank and provide such regulatory requirements at no additional cost to Bank during the ATS/AMC period. The Solution may be audited by RBI/any other Regulatory Authority and any observation pointed out by these bodies have to be complied by the successful bidder 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 successful bidder 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.

### **16. 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 Rs.100 and must be signed by all the witnesses also. The Performa of Integrity Pact is as per **(Annexure-XI)**.

### **17. 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 contract for default.

### **18. 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. Successful bidder (successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

#### **19. EXCHANGE RATE VARIATION**

If the contract is extended for any period, beyond its expiry, and there is any variation in exchange rates (positive & negative both), the prices shall vary accordingly. The variation will be considered between the Exchange rate prevalent as on date of Acceptance of Letter of Intent and between the rates as on date of expiry of Contract. Increase in price of any item due to exchange rate variation shall be subject to negotiation.

#### **20. TERMINATION OF CONTRACT**

1. Bank shall have the right to terminate the Agreement, at any time during the Agreement period, after giving 90 day's advance notice including 30 days cure period to the VENDOR for reasons, including but not limited to the following:

- a. Non-capable resources or non-initiation of services within 7 days of order Agreement;
- b. Delay in execution of order placed by the Bank
- c. Discrepancies / deviations in the agreed processes and/or products;
- d. Failure of vendor to complete implementation of appliance within the time as specified in the RFP/under this Agreement;
- e. Violation of terms & conditions stipulated in the RFP to the extent not inconsistent with the terms and conditions laid out in present Agreement;
- f. Change in Bank Policy;
- g. Unsatisfactory services/poor quality of product/services;
- h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.

2. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences.

3. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.
4. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.
5. In case of termination due to reasons attributable to the Vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.
6. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.
7. Upon expiry / Termination of the Agreement, Vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.

#### **21. NO RIGHT TO SET OFF**

In case the Bidder has any other business relationship with the Bank, no right of set-off, counter-claim and cross-claim and or otherwise will be available under this empanelment to the Bidder for any payments receivable under and in accordance with that business.

#### **22. PUBLICITY**

Any publicity/ public announcement relating to the Agreement, work to be carried out in Bank towards this project, Services or Deliverables is strictly prohibited. Neither Deliverables nor reference to either Party may be included or made in any prospectus, proxy statement, offering memorandum or similar document or materials prepared for public distribution. No information of any nature related to this project shall be disclosed to any third party unless otherwise necessary prior permission has been taken from other Party.

#### **23. COMPLIANCE WITH LAWS**

The Parties will comply with all laws and regulations applicable to their respective businesses including without limitation, all privacy, database, copyright, trademark, patent, trade secret, export and Anti Bribery Laws.

#### **24. DISPUTE RESOLUTION /ARBITRATION**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of this Agreement 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, the matter may be referred to a sole arbitrator nominated by the Bank and the award made in pursuance thereof shall be binding on the parties. The venue of the arbitration shall be Delhi. The Arbitrator/Arbitrators shall give a reasoned award. Any challenge including appeal to the arbitral award shall be subject to the exclusive jurisdiction of courts at Delhi. VENDOR shall continue work under the Agreement during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the approval of bank in writing that the events are such where work cannot possibly be continued or until the



decision to the contrary of the arbitrator or the umpire, as the case may be, has been obtained by Vendor. However, during such a contingency, the Bank shall be entitled to make alternative arrangements to tackle the situation in any manner it deems fit, at the cost of the Vendor which may also be adjusted by the Bank from the Performance Bank Guarantee, being treated as default so that the business of the Bank is not disrupted.

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

## **25. USE OF CONTRACT DOCUMENTS AND INFORMATION**

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

## **26. PATENT RIGHTS**

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

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

## **27. ASSIGNMENT**

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

## **28. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER/TSP (TECHNICAL SERVICE PROVIDER)**

The shortlist bidder/TSP shall be required to execute SLA (Service Level Agreement) and NDA (Non-Disclosure Agreement) with the Bank.

## **29. PRINCIPAL TO PRINCIPAL RELATIONSHIP**

The employees engaged by the Vendor shall be deemed to be the employees of Vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the terms of this Agreement shall be deemed to constitute a partnership or joint venture or employee- employee relationship 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 nor is there any 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 his personnel/employees engaged by him to render service under this Agreement with respect to each applicable/extant labour law, including but not limited to, the Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, Code on Wages, 2019 as and when is notified by Government, 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, remain payable with respect to his personnel/employees. The Vendor shall have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to its personnel/employees under applicable labour legislations/rules/regulations.

### **30. NON SOLIICITATION**

The Vendor shall not hire employees of the Bank or solicit or accept solicitation (either directly, indirectly, or through a third party) from employees or ex-employees of the Bank directly involved in this Agreement, during the term of this Agreement and one (1) year thereafter, except as the parties may agree on a case-by-case basis.

The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the contract to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party.

However, nothing contained herein shall restrict the Bank to engage any personnel/employee of Vendor, if the engagement is through open channel/competitive route in pursuance of Bank's hiring policies or direction of Government Authorities and does not include only the personnel/employees of Vendor.

### **31. INDEMNIFICATION PROCESS:**

Bank shall notify the Bidder/ Vendor in writing as soon as practicable when the Bank becomes aware of the claim, and cooperates with the Bidder/ Vendor in the defence and settlement of the claims.

The Bidder/ Vendor shall have sole control of the defence and all related settlement/negotiations, and Bank will provide the Bidder/ Vendor with the assistance, information and authority reasonably necessary to perform the above. However, where Bank is required under law or otherwise answer the claims/charges/imputations made against it, Bank shall have the right to enter defence/defend its interest by means available in law, at its sole discretion. Indemnity would cover damages, loss or liabilities suffered by the Banks arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under the above stated Request for Proposal (RFP) and/or this SLA and subsequent agreement, if any by the Bidder/ Vendor

In the event of Bidder/ Vendor do not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by

Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/ Vendor under this project.

The indemnities under this clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

#### **IP Infringement indemnity:**

The Bidder shall indemnify the Bank against all third-party claims of infringement of trademark, copyright or industrial design rights, etc. (excepting any third party's patent) arising from use of the Deliverables/ Services, or any part thereof in India as contemplated by this Agreement, provided always that Bank's use of such Services and Deliverables is in compliance with the Agreement and applicable laws. If Bank's compliant use of the Services or Deliverables infringes any third party IPR, Bank's sole remedy (other than this indemnity) is for Bidder, at Bidder's option, to either: (i) procure Bank's continued full use of the Deliverable as contemplated by the Agreement; (ii) substitute the infringing Deliverable; or (iii) modify the Deliverable so that they become non-infringing. This remedy will not apply if Bank is using any modified version of a Deliverable that was not approved by Bidder; if Bank uses Deliverables for a purpose other than that contemplated by the Agreement or if Bank uses a Deliverable in a manner not compliant with the Agreement. Bank will use all reasonable endeavors to mitigate its Losses, arising out of any third party IPR claim.

Bidder further agrees that it shall, at its own expense, defend or cause to be defended or, at its option, settle any claim or action ("Claim") brought against the Bank by a third party alleging that the use of the Deliverable by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section or section 6 above, Bidder shall pay any compromise, settlement or judgment entered against the Bank with respect to any Claim and fully indemnify the Bank in respect of all costs and expenses relating to the Claim provided that the Bank notifies Bidder in writing of the Claim immediately on becoming aware of it.

#### **32. PRIVACY AND SECURITY SAFEGUARDS:**

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

#### **33. BUSINESS CONTINUITY PLAN:**

The bidder shall ensure to have effective business continuity and disaster recovery plan. The bidder shall develop and establish a robust framework for documenting, maintaining and periodic testing of business continuity and recovery procedures and shall maintain a record of the same as per applicable law.

#### **34. DATA PROTECTION:**

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder will comply with the Information Technology Act, 2000 and will comply with all applicable privacy and data protection provisions and applicable laws. Further, it must be ensured that due care be taken while collecting and dealing with sensitive personal data or information.

Any Web portal used by the bidder to procure Bank Data will be secured to avoid hacking, infusion of virus, unauthorized copying, tampering, etc. and all sort of security required as per applicable law & practices to be adopted and implemented by the bidder.

#### **35. CONFLICT OF INTEREST:**

The Bidder shall disclose to the Bank in writing, all actual conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's team) in the course of performing the services / empanelment as soon as practical after it becomes aware of that conflict. It is clarified that providing similar services to other clients shall not be construed as a conflict of interest.

#### **36. USE OF NAME/LOGO OF THE BANK**

Vendor shall not use for publicity, promotion, or otherwise, any logo, name, trade name, service mark, or trademark or any simulation, abbreviation, or adaptation of the same of the Punjab National Bank or any of its affiliate, or the name of any bank's employee or agent, without bank's prior, written, express consent. The bank may withhold such consent, in case so granted by it, in its absolute discretion. Violation thereof shall constitute a material breach of the terms of this Agreement and shall entitle the bank to take appropriate actions as available to it in law and this Agreement.

#### **37. SEVERABILITY**

The clauses of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision (or part thereof) of this Agreement shall in no way affect the validity or enforceability of any other provision (or remaining part thereof).

#### **38. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement and understandings by and between the Parties with respect to the covenants herein described, and no representations, promises, Agreements or understandings, written or oral, not herein contained shall be of any force or effect.

#### **39. NON-EXCLUSIVITY**

Notwithstanding anything contained in the present Agreement, the arrangement hereby agreed between the parties, shall be on a non-exclusive basis. Bank reserves its right to appoint/engage one or more service provider(s) to provide like services concurrently or otherwise during the currency of this Agreement.

#### **40. AUDIT**

Bank can conduct any third party inspection/audit for any phase of the contract and successful bidder must take all necessary changes as mentioned by the results of these audit. Bank will incur the cost of appointment of a third party audit and successful bidder must ensure that findings of the audit are successfully closed by successful bidder within mutually agreed timelines.

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

Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded. Vendor shall also ensure the preservation of documents and data in accordance with the legal/regulatory obligation of the bank in this regard

Vendor recognizes the right of Reserve Bank of India (RBI) to cause an inspection to be made of Vendor/Service Provider and its books and accounts by one or more of its officers or employees or other designated person. One week's prior intimation shall be shared with Vendor, regarding the audit so as to notify the Bank of any potential conflict of interest. Except in cases of regulatory or statutory audit, the Bank shall not exercise right to audit more than twice in a financial year.

#### **41. SURVIVAL**

The Parties have expressly agreed that any liabilities or obligations set forth in this Agreement by their nature and content are intended to survive the performance hereof, shall so survive despite such completion/expiration or termination of this Agreement.

#### **42. PRE DISPATCH INSPECTION (PDI)**

The Bank and/or its nominated officials/consultants may carry out pre-dispatch inspection of all ordered equipment or any thereof before delivery. On account of PDI, there will not be any change in delivery terms & conditions. However, the bank will have the discretion to conduct PDI.

The Vendor shall inform his readiness for pre-dispatch inspection at least 30 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at Vendor's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related

to travel and stay of its staff/consultant from the Vendors if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure

#### **43. AMENDMENT**

This Agreement may not be altered, or modified except by a written Agreement or addendum signed by authorized representatives of the Parties

#### **44. INTELLECTUAL PROPERTY RIGHTS**

1. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.
2. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
3. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
4. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.

#### **45. LIMITATION OF LIABILITY**

Vendor's aggregate liability under the Agreement shall be limited to a maximum of the Agreement value. For the purposes of this clause, Agreement value at any given point of time, means the aggregate value of the purchase orders, paid by bank to the Vendor that gives rise to claim, under this Agreement. In the following circumstances limitation of liability shall not apply and the Vendor shall be liable for amount of cost, damages, compensation, penalty etc. suffered by the bank:-

- a) Liability of Vendor for third party claims for IP Infringement;
- b) Liability of Vendor (including third party claims) in case of bodily injury (including Death);
- c) Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence;

- d) Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement;
- e) Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement;
- f) Breach of the confidentiality;
- g) Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank;
- h) Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.
- i) Any other breach caused due to the non-performance of the obligations of the Vendor under the Agreement.

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

Sir

**Reg.: Our bid for RFP for Selection of Service Provider for Conducting Red Team Exercise.**

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.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Yours faithfully

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



## ELIGIBILITY CRITERIA OF THE BIDDER

| Sr. | ELIGIBILITY CRITERIA  | SUPPORTING DOCUMENTS TO BE SUBMITTED  | COMPLIANCE (YES/NO) |
|-----|---|---|---------------------|
| 1.  | The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.   | Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc.  |                     |
| 2.  | Banks existing vendors who are auditors, security Integrators, Network integrators as on bid submission date will not be allowed to participate in this RFP.  | Letter of confirmation from Bidder.   |                     |
| 3.  | Bidder should be preferably CERT-IN empaneled vendor as on date of bid submission of this RFP.<br><br>The clause is optional.   | A valid documentary evidence to be submitted by the bidder to the satisfaction of the bank.   |                     |
| 4.  | The Bidder should have an annual turnover of INR 5 Crores (Rupees Fifty Crores) for each of the past three financial years i.e. FY2018-19, FY2019-20 & FY2020-21 from their Indian Operations from Sale of Security Solution Deployment/Services.<br>The bidder should have positive net worth during the last three financial years i.e. FY2018-19, FY2019-20 & FY2020-21. | Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2018-19, FY2019-20 & FY2020-21. The CA certificate provided in this regard should be without any riders or qualification. |                     |
| 5.  | The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI in India.   | Undertaking to be provided as per Annexure-VIII   |                     |
| 6.  | The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Scope of work are covered in totality in the proposal submitted by the bidder  | Letter of confirmation from Bidder as per Annexure-V  |                     |
| 7.  | Bidder should have experience in Red Team Exercise assignment completed in at least 01 BFSI sector.   | Satisfactory Performance Certificate from the Clients as per Annexure-VI.<br>OR<br>Purchase Order along with Email from the client containing all the required information.   |                     |

|     |  |  |  |
|-----|--|--|--|
|     |  | <p><i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation &amp; Mobile no.</i></p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed &amp; stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p><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></p> |  |
| 8.  | The Bidder should have at least 05 Offensive Security Certified Professional (OSCP) from offensive-security/ Certified Ethical Hacker (CEH) from EC-Council/ Licensed Penetration Tester (LPT) from EC-Council / GPEN: GIAC Penetration Tester from SANS/ GWAPT: GIAC Web Application Penetration Tester from SANS/ any other Red Team or Penetration Testing related certification as full time employee. | <p>List of employees to be submitted on company's Letter head with below columns: -</p> <p>Sr No, Name, Date of Joining the organization, Certifications/Accreditations</p>  |  |
| 9.  | The bidder should not be involved in any litigation which threatens solvency of company.   | Details of addresses, contact details and corresponding document is to be attached.  |  |
| 10. | Labour Law Compliance  | Undertaking to be submitted  |  |

**NOTE:**

1. Only the OEM or its authorized representative in India having IP Rights of Customization can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Item/App/Solution of Original Equipment Manufacturer (OEM) is being quoted in the tender through its authorized representative, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, 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.
11. Bidder is also required to substantiate whether the person signing the document from his Company and from OEM Company is authorized to do so on behalf of his/OEM's company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company and from OEM Company, 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)   |   |  |                               |                         |
| 8.    | Bank Account Detail: Account Number, Account Name, IFSC, Bank Name  |   |  |                               |                         |
| 9.    | Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution) |   |  |                               |                         |
| 10.   | Specimen Full signature   |   |  |                               |                         |
| 11.   | Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)      |   |  |                               |                         |
| 12.   | Details of Service Support Center in Delhi/NCR and Mumbai   | Complete Address:<br>No. of Support Engineers:<br>Contact Person (Name & No.):<br>Email ID: |  |                               |                         |
| 13.   | Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.                           |   |  |                               |                         |
| 14.   | Any pending or past litigation (within three years)? If yes please give details   | Yes/No/Comments (if option is 'Yes')  |  |                               |                         |
| 15.   | Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.        | FY  | Turnover Rs. (in Lacs) from Indian Operations from Sale of Security Solution Deployment/Services | Net Profit/Loss Rs. (in lacs) | Net Worth Rs. (in Lacs) |
|       |   | 2018-19   |  |                               |                         |
|       |   | 2019-20   |  |                               |                         |
|       |   | 2020-21   |  |                               |                         |

Date: \_\_\_\_\_  
 Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

**COMPLIANCE STATEMENT****Reg.: RFP for Selection of Service Provider for Conducting Red Team Exercise.****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.

| <b>Compliance</b>                                       | <b>Description</b>   | <b>Compliance (Yes/No)</b> |
|---|--|----------------------------|
| 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 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 Selection of Service Provider for Conducting Red Team Exercise.

This is to certify that M/s \_\_\_\_\_ has provided Red Team Exercise services to our organization for the period \_\_\_\_\_ to \_\_\_\_\_.

The services provided by the M/s \_\_\_\_\_ are satisfactory.

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

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

## LITIGATION CERTIFICATE

**Reg.: RFP for Selection of Service Provider for Conducting Red Team Exercise.**

**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:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**UNDERTAKING FOR NON- BLACKLISTED**

**To be provided on letter head of the Bidder's/OEM 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 Selection of Service Provider for Conducting Red Team Exercise.**

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 Selection of Service Provider for Conducting Red Team Exercise.**

**To be provided by Statutory Auditor/Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY2018-19, FY2019-20 & FY2020-21.

| Financial Year | Turnover (in Rs.) | Net Profit/Loss (in Rs.) | Net Worth (in Rs.) | Turnover from their Indian Operations from Sale of Security Solution Deployment/Services (in Rs.) |
|----------------|-------------------|--------------------------|--------------------|---|
| 2018-19        |                   |                          |                    |   |
| 2019-20        |                   |                          |                    |   |
| 2020-21        |                   |                          |                    |   |

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Performa for Indicative Commercial Offer****Req.: RFP for Selection of Service Provider for Conducting Red Team Exercise.**

(To be submitted in bank's e-Procurement online portal only)

**Table-A**

| SI | Item  | Unit Cost<br>(in Rs) (A) | Qty<br>(B) | Total Cost for 2 Years (in Rs.)<br>C=(A) * (B) |
|----|---|--------------------------|------------|--|
| 1. | Complete onetime cost for conducting one Red Team Exercise as per scope of work |                          | 8          |  |

**NOTES:**

1. All Deliverables to be supplied as per RFP requirements provided in the tender document.
2. The service Charges need to include all services mentioned in the RFP.
3. 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.
4. Any column left blank by the bidder will result in disqualification of the bid.
5. If there is any calculation error/totaling error, the same shall be recalculated. Unit price will prevail.
6. L1 cost will be decided as per Grand Total of Table A, after Reverse Auction is conducted as per reverse auction clause mentioned in Instruction to Bidder section.
7. Customization cost (in man days) mentioned in above Table will only be applicable after the signoff will be given to the successful bidder. Also, the PO will be given by Bank as and when required during the entire contract period at the unit rates finalized after Reverse Auction. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
8. Bank may place Orders for any item as and when required during the entire contract period at the unit rates finalized after Reverse Auction. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
9. The multiplication factor as mentioned in above table (Table A) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of three years, at the unit rate finalized after Reverse Auction.
10. Bank is not bound to place any minimum order for any item.

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

**PERFORMA FOR INTEGRITY PACT**

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

New Delhi

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

## **Integrity Pact**

Punjab National Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking ) Act 1970 (Act no V of 1970) and having its Head Office at Plot no. 4, Sector 10, Dwarka, New Delhi 110075, hereinafter referred to as "The Principal", which expression shall mean and include unless the context otherwise requires, its successors in office and assigns of the First Part.

And

M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor", expression shall mean and include unless the context otherwise requires, successors and permitted assigns of the Second part.

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors(IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a 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.
  2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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.
  3. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2- Commitments of the Bidder(s) / Contractor(s)**

(1) The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption during any stage of bid process/contract. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or the 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(s)/Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposal and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- e. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

### **Section-3 Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4- Compensation for Damages**

(1). If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit/Bid Security.

(2). If the Principal has terminated the contract according to Section 3, or the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous transgression**

(1) The Bidder declares that no previous transgression occurred in the last three years immediate before signing of this integrity pact with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprises or central/state government department in India that could justify his exclusion from the tender process.

(2). If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

### **Section 6- Equal treatment of all Bidders/Contractors/Subcontractors**

(1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of integrity Pact by the Sub-contractor.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

### **Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Sub contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

## Section 8- Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor (IEM) Shri. Raj Kumar Singh (I.R.S. Retd.), (email ID: [mrrajksingh@gmail.com](mailto:mrrajksingh@gmail.com), [mrrajksingh@yahoo.com](mailto:mrrajksingh@yahoo.com)) (Mob no.9818696406, 8141488880), Dr Sarat Kumar Acharya (Ex-CMD, NLC India Ltd) (email ID : [sarat777rediffmail.com](mailto:sarat777rediffmail.com)) (Mob No .9442118060) for this Pact after approval by 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 the agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence

or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

- (9) The word '**Monitor**' would include both singular and plural.

### **Section 09- Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged. determined by MD & CEO, PNB.

### **Section 10- Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is "The Place of award of work".
- (2) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- (3) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (4) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place..... Date.....

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)



**Performa for the Bank Guarantee**

(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 Selection of Service Provider for Conducting Red Team Exercise**. An irrevocable Financial 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 Punjab National Bank, 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 \_\_\_\_\_ 2022 at \_\_\_\_\_

**Name of signatory**

**Designation**

**Email ID:**

**Contact No.**

**Bank Common Seal**

## Certificate regarding RFP for Selection of Service Provider for Conducting Red Team Exercise

(to be provided on letter head by each OEM)

We M/s \_\_\_\_\_, OEM of \_\_\_\_\_(item), having model No/version no.: \_\_\_\_\_, offered in this RFP, through our authorized Service provider, M/s \_\_\_\_\_, hereby undertake that we fully comply, without any deviation, with the Order (Public Procurement No.1) dt:23.07.2020 issued by Ministry of Finance, Department of Expenditure regarding Restriction under Rule 144(xi) in the GFR 2017.

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

**OEM Name:**

**Registered Address of the OEM:**

| Shareholding structure of the OEM as on 31.03.2021 |                                    |  |
|--|------------------------------------|--|
| %age of shares held                                | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
|  |                                    |  |
|  |                                    |  |

**OEM's Parent Company &/ Owner/Beneficial Owner Name:**

**Registered Address of the OEM's Parent Company:**

| Shareholding structure of the OEM's Parent Company as on 31.03.2021 |                                    |  |
|---|------------------------------------|--|
| %age of shares held   | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
|   |                                    |  |
|   |                                    |  |

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## Certificate regarding RFP for Selection of Service Provider for Conducting Red Team Exercise

(to be provided on letter head of Bidder)

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

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

**Bidder Name:**

**Registered Address of the Bidder:**

| Shareholding structure of the Bidder as on 31.03.2021 |                                    |  |
|---|------------------------------------|--|
| %age of shares held                                   | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
|   |                                    |  |
|   |                                    |  |

**Bidder's Parent Company &/ Owner/Beneficial Owner Name:**

**Registered Address of the Bidder's Parent Company:**

| Shareholding structure of the Bidder's Parent Company as on 31.03.2021 |                                    |  |
|--|------------------------------------|--|
| %age of shares held  | Name of holding Company/Individual | Registered Address of the share holding company/Individual |
|  |                                    |  |
|  |                                    |  |

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

**Date:** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## Checklist

| Sl. N | Particulars  | Submitted (Yes/No) | Page |
|-------|--|--------------------|------|
| 1.    | Proof of RFP Cost  |                    |      |
| 2.    | Proof of EMD   |                    |      |
| 3.    | Terms and Conditions (Annexure-I)  |                    |      |
| 4.    | Undertaking By The Bidder (Annexure-II)  |                    |      |
| 5.    | Compliance To Eligibility Criteria (Annexure III)  |                    |      |
| 6.    | Bidders Information (Annexure-IV)  |                    |      |
| 7.    | Compliance Statement (Annexure-V)  |                    |      |
| 8.    | Performance Certificate (Annexure-VI)  |                    |      |
| 9.    | Litigation Certificate (Annexure – VII)  |                    |      |
| 10.   | Undertaking For Non- Blacklisted(Annexure – VIII)  |                    |      |
| 11.   | Turnover Certificate by CA(Annexure-IX)  |                    |      |
| 12.   | Certificate of Incorporation   |                    |      |
| 13.   | Audited Balance Sheets & Profit & Loss Statements  |                    |      |
| 14.   | Integrity Pact (Annexure – XI)   |                    |      |
| 15.   | Certificate regarding RFP for Selection of Service Provider for Conducting Red Team Exercise (Annexure – XIII(a)) by all the OEMs of Bidder. |                    |      |
| 16.   | Certificate regarding RFP for Selection of Service Provider for Conducting Red Team Exercise (Annexure – XIII(b)) by the Bidder              |                    |      |
| 17.   | Power of Attorney and Copy of Board Resolution   |                    |      |