

# **PUNJAB NATIONAL BANK**



## **Request for Proposal For Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

**Information Technology Division**

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New Delhi - 110 001

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## **DISCLAIMER**

The information contained in this Request for Proposal Document (RFP Document) or documents subsequently provided to Bidder/s, whether verbally or in documentary form by or on behalf of the Punjab National Bank or any of their representatives, employees or advisors (collectively referred to as — Bank Representatives), is provided to Bidder(s) on the terms and conditions set out in this RFP Document and any other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purpose any other than for which it is specifically issued.

This RFP Document is not an agreement and is not an offer or invitation by the Bank Representatives to any party other than the entities who are qualified to submit their Proposal (Bidders). The purpose of this RFP Document is to provide the Bidder with information to assist the formulation of their Proposal. This RFP Document does not purport to contain all the information each Bidder may require. This RFP Document may not be appropriate for all persons, and it is not possible for the Bank Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.

The Bank, its employees and advisors make no representation or warranty 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.

### **GENERAL TENDER DETAILS**

#### **Request for Proposal For Anti-Phishing, Anti pharming, Anti rogue Services along with Darknet Services**

1.	Date of commencement of Bidding Process.	27/07/2022
2.	Last date and time for sale of Bidding Documents	23/08/2022 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	02/08/2022 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	03/08/2022 at 1500 Hrs
5.	Last date and time for Hash submission	23/08/2022 upto 1600 Hrs
6.	Last date and time for online bid submission/Bid Re-Encryption	From 23/08/2022 1701 Hrs to 24/08/2022 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 23/08/2022 1701 Hrs to 24/08/2022 1400 Hrs
8.	Date and Time of Technical Bid Opening	24/08/2022 at 1600 Hrs
9.	Place of Submission of Bids	The Asstt. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11.	Address for communication	As above Tel: - (011) 23765468
12.	Cost of RFP	<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: IFSC Code: PUNB0015300 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. <b>0153002200175673</b> (16 digits) Imprest account – HO IT Division *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. However Traders/ Sole Agents/ Distributors etc are excluded from this relaxation.
13.	Earnest Money Deposit	<b>Rs. 3.00 lacs*</b> should be submitted online or in the form of Bank Guarantee (BG) before last date of bid submission in favour of Punjab National Bank, IT Division payable at New Delhi. BG should be valid up to 12 months from the date of submission of bid with claim period of another 12 months.

		<p>IFSC Code: PUNB0015300  Bank &amp; Branch: Punjab National Bank,  Sansad Marg, New Delhi -110 001  Account No. <b>0153002100572949</b> (16 digits)  ITD e-procurement EMD.  *MSE &amp; startup bidder are exempted from  payment of Earnest Money Deposit if bidder  can furnish requisite proof subject to the  satisfaction of Bank.</p>
14.	Contact to Bidders	<p>Interested Bidders are requested to send  the email to <a href="mailto:vikas.jain@pnb.co.in">vikas.jain@pnb.co.in</a>,  <a href="mailto:tarun@pnb.co.in">tarun@pnb.co.in</a> &amp; <a href="mailto:itdhw@pnb.co.in">itdhw@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.</p>

**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. It should be ensured by the Bidder that after Bid submission the status should be "Bid Hash Prepared". Bidder will not be allowed to encrypt the Bid after last date and time of Online Bid submission is over if the status is not "Bid Hash Prepared".
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).

## **1. INTRODUCTION:**

Punjab National Bank (PNB) has taken many IT initiatives. Bank has Computerized 100% of its Branches and has implemented a Centralized Banking Solution (CBS) with Data Centre at New Delhi and Disaster Recovery Site at Mumbai. The Centralized Banking Solution covers all the 11000 plus Service Out-Lets (SOLs), which are connected to the Data Centre and DRS through an Enterprise Wide Network. The mode of connectivity to the Branches/Offices is a combination of Leased Lines, MPLS, Radio Links, and other forms of connectivity, which may emerge in the near future.

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

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

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

Financial services have undergone a huge technological shift in a relatively short time. Driven by the evolution of technology and growing customer demands, Banks are turning to modern software, connected devices, and the web to manage highly sensitive data between customers, investors and employees. Modern Banks appreciate that their customers are more mobile than ever, accessing their accounts via smart phone and tablet devices while on the go. If they cannot deliver their core services in a secure and simple-to-use app, they risk losing that customer to the competition.

## **2. PURPOSE OF THE RFP:**

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

The purpose of this RFP is to select a vendor for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services with the objective of

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

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

### **3. SCOPE OF WORK:**

Details of scope of work to be provided by successful vendor/OEM are as under: -

1. 24x7x365 proactive monitoring of World Wide Web etc. for Phishing, Brand Abuse, mimic of bank's website, mimic of social media account including account of top brass of the Bank and any other threat or exploitation of vulnerabilities which lead to compromising of credentials of the customers unknowingly directed against the customers of the Bank.
2. Detecting the attacks proactively and blocking / shutting down of the attacks anywhere in the world within the minimum possible time as specified in SLA. For the purpose of detection bidder may use any technique or combination of techniques such as but not limited to scanning of web server logs and / or Digital watermarking and / or monitoring chat rooms used by hackers etc.
3. Daily scanning of all the websites/apps of the Bank to detect any type of blacklisted links, suspicious activities etc. Reporting to Bank the exact nature and location of the infection for speedy removal of the infection / abnormality.
4. Proactive Monitoring of all major Mobile App stores (like Google, Apple, Microsoft etc.) and blocking/Shutting down of Malicious App/Trojan used for Punjab National bank.
5. Gathering the Forensic information such as IP address, exact URL, source of attack, images, screen shots, email, account details, card details, compromised data etc. from the attacks and sharing the same with the bank.
6. Pushing the bait details and countermeasures (like login through many dummy users to identify the source and try to shutdown) in the fraudulent sites.
7. Reporting to Bank in line with regulatory requirements about all the attacks and providing detailed information through email, dashboard, SMS alerts, Phone etc. Conference call facility with the vendor/OEM team should be available to bank in case requirement arises.
8. Take up and coordinate the cases with CERTs and / or other legal agencies of any country in consultation with Bank.
9. To provide customized dashboard as per bank's requirements.
10. Monthly and other ad hoc reports to be provided as per the requirement and format provided by the bank.
11. Additional Login ID for bank is to be created which will be utilized for activities like logging of incidents, ascertaining status of current/closed incident, generating reports of the reported incidents etc. as per requirement of the bank.

12. To provide daily/weekly/monthly action report to bank.
13. To provide feasibility for entering the details of websites/apps of the bank which need to be whitelisted so that these sites are not taken down.
14. To submit monthly analysis and fraud intelligence reports (both high level/summarized and low level/detailed) to bank.
15. To provide bank with review and advisories for phishing, incidents and how to avoid such incidents in future.
16. To provide expert advises on, Phishing, Abuse and any other threat or exploitation of vulnerabilities, monthly basis or as and when Bank raises any query.
17. To establish and maintain contacts with service providers, browser developers and other major agencies such as CERT, Anti Phishing Working Group / Data Security Council etc. to ensure effective closure of incidents.
18. Taking all necessary security aspects into account to ensure the confidentiality and integrity of the data related to above service.
19. Taking down of phishing sites anywhere in the world either on bidders' own reach or through partnerships. In case the said phishing site cannot be taken down or the bidder is unable to take it down, the bidder should have alternative response mechanisms other than website takedown to minimize impact of phishing.
20. To provide Threat Intelligence/ Cyber Intelligence/ Darknet services and monitor Darknet for the information and documents related to Punjab National Bank and share the data related to cards (Debit Cards, Credit Cards, Financial Information etc.) with the Bank on daily basis.
21. Service provider should also purchase 3-4 samples if desired by the Bank to ascertain the genuineness of the data without any additional cost to the bank.
22. To perform Darknet forum monitoring for bank registered brand. The vendor should monitor underground forums, IRC chat rooms, the open web (OSINT) and other communication channels where cyber-criminals congregate to sell/ buy services and tools and exchange knowledge for banks brand.
23. The vendor (on its own or through its OEM) has to monitor and identify the source of sensitive data such as but not limited to Personal Identifiable Information (PII) such as customer/ Employee data, compromised banking credential/ account monitoring, Credit Card, Debit Card, leaked source code, , technical information, data used to target corporate systems, , Vulnerability/ exploit monitoring and correlation with respect to the bank infrastructure, Hacktivist tracking and intelligence correlation with respect to the bank.
24. Services should not impact the working of bank's any website. Any configuration done on the bank's infrastructure for the purpose of monitoring and prevention of malicious threats should not impact or degrade the performance of the websites.
25. To provide assistance to bank in identifying customers affected by phishing and dark web activities related to Punjab National Bank.
26. To provide assistance to the bank for coordination with law enforcement agencies, CERT-in, RBI, NCIIPC etc.
27. Analysis of social media networks, such as Facebook, Twitter, LinkedIn, Instagram, WhatsApp etc. and domain registrations to find fake social profiles, malicious intentions and similar domains that impersonate Punjab National Bank and can compromise bank's customer information.

28. Analysis of social media posts, changes of logo, abuse posting etc on Bank's social handler account such as Facebook, Twitter, LinkedIn, Instagram, WhatsApp etc.
29. Any discussion in Darknet or any other online groups of similar nature where in Punjab National Bank has been mentioned should be informed to Bank in time. (Within 3 days)
30. To provide detail analysis report of the Bank's credential is published in dark net if any through its Threat Intelligence/ Cyber Intelligence/ Darknet monitoring services.
31. To provide detail analysis of IPs, emails, DNS etc. being used and 360-degree view of the fraudster which are indulged in.
32. Email fraud, Business email compromise and consumer phishing are at all-time risk. Vendor to gain visibility into who is sending emails across the enterprise and suggest blocking emails sent from unauthorized sources.
33. To provide detail analysis on email fraud on the basis of email header which will be submitted by Bank. Bidder should provide the detailed report by considering header, IPs/dns behavior, reputation and other related darknet/cyber intelligence report.
34. To provide detail header analysis as well as graph view of posture of source email address related email related fraud.
35. Service provider should comply with any time-to-time advisories/ changes from regulatory agencies. It should make any necessary changes in the services accordingly and provide updated services to the bank without any additional cost.
36. Tracking search engines (like Google, yahoo, bing etc.) listing frauds where the customer care number & branch address of banks is changed/ modified and the same should be brought down proactively.
37. Dedicated engagement manager from OEM fraud command center.
38. Partnership & relationship with ISPs, registrars, hosting authorities globally, law enforcement agencies and Legal entities to ensure timely execution of scope of work as mentioned.
39. Service provider to ensure that the reports data should be made available to the bank in a format that is further usable as per bank's needs.
40. Scanning of webpages of bank to a depth of multiple pages in searching platforms and identifying changes immediately before or after the identifier portion/pages.
41. Monitor spam traps to detect phishing mail.
42. Manage incidents for Malicious Mobile Code (MMC) infection including solution coordination for recovery in the shortest possible time.
43. Service provider should perform threat monitoring that penetrates the Dark web looking for compromised sensitive data to pro-actively mitigate impact after breaches.
44. Scanning of websites for call center number of the bank and fraudulent insertion of mobile numbers just before or after the call center details. The service provider should scan the pages on continuous basis and inform bank & take down if some unauthorized changes are noticed.
45. Service provider need to inform discussion regarding the bank in Dark web for cyber-attacks executed and cyber-attacks proposed if any, immediately as and when it comes to their notice.
46. If the data of the frauds is provided, the bidder should correlate the data with the phishing and other cyber-attacks and provide analysis as required.

47. To have its own security operation centre (SOC) in India which is being managed 24x7x365 for active monitoring of services and provide alerts/reports as per the business requirement
48. To monitor the google map address of Branches/Offices/HO and report illegitimate modification of contact details to minimize social engineering fraud/vishing fraud etc.
49. To factor multiple solutions from different service provider or from single service provider to comply the deliverable.
50. To perform cyber risk review (external) and to provide ransomware susceptibility summary/index report, SSL/TLS strength, Top riskiest score of websites, hackvist share, top riskiest asset (public facing) related to outdated web servers/applications, patch management, vulnerable services running, prone to zero-day attack like log4j, DDoS Resilience status, DNS Health, identification of mis-configuration of the systems etc. the report should contain recommendations for mitigation of the same. Based on the above report, perimeter security scores of the Bank to be evaluated by adopting industry best practice.
51. To provide Early Warning Signal(EWS) on threat landscape related to PNB report based on threat intelligence, dark net discussion.
52. The solution must have capabilities to generate a risk score or other quantitative risk assessments of the feeds at least in 2 categories - Reliability & Credibility.
53. The should provide Cloud based sandbox for PNB to submit files for detonation and inspection of unknown as well- known malware behavior.
54. The solution shall state out-of-box support for Cyber Threat Intelligence Platform ("TIP") from reputable proposed Vendor solutions. The proposed Vendor solution shall state what TIP platform it supports out-of-box as part of the quotation submission
55. The solution shall provide First Level Support for post implementation.
56. The solution must maintain history of all the requests or tickets on the portal for search and follow ups.
57. The successful vendor/OEM should confirm the monitoring tool deployed for Brand abuse, Anti-Phishing related system should have built on Advanced Artificial Intelligence and Machine Learning for providing useful insights for better monitoring.
58. The successful vendor/OEM should use Big data analytics solutions including streaming analytics platform for providing insight of threat relate to Bank's infrastructure in 24x7x365 basis.
59. The successful vendor/OEM should provide facility of two-factor authentication for dashboard monitoring.

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

The selected bidder will be required to provide:

1. The services as per scope (points '1' to '59') for the period of 2 years from the date of initiation of services. Bank reserves the right to extend the period of services for one more year or part thereof at the same terms and conditions and prices.
2. The services or portal should provide a real-time view of all the components of Bank's digital threat protection. All all-encompassing dashboard illustrates threat data, including volume by source and category, and takedown status. Users can also set up email alerts, create online or printer reports, request takedowns.

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

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

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

## **INSTRUCTION TO BIDDERS**

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

In case of company, Board Resolution in 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 for all the OEMs and bidder involved in the Bid.

### **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. EARNEST MONEY DEPOSIT**

Bidder has to submit the Earnest Money Deposit (EMD) of Rs. 3.00 lacs (MSE & startup bidder are exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank), which should 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 Annexure-XIV. The BG should have a validity of 12 months from the date of submission of bid with claim period of another 12 months. The BG/ details of EMD should be submitted at the time of bid submission.

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

## **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 providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services' & 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 (Commercial information is to be submitted online only)**. Technical bid documents with any commercial information will be rejected.

b) **Technical Score Evaluation:**

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Here, bids of only those bidders would be evaluated who comply with all the eligibility criteria, Technical and Functional Specifications listed in **Annexure – XI(a)**. Only those bidders confirming compliance to all the terms & conditions of RFP document shall be short-listed for commercial stage.

**Technical Eligibility: Only those Bidder's having Mandatory Technical and Functional Specifications of proposed Requirement as per Table-1 of Annexure – XI(a) shall be considered for Technical Evaluation.**

**Technical Evaluation: The technical bids submitted by the bidders will be evaluated based on the scoring matrix placed at Annexure-XI (b)**

The technical bid submitted will be evaluated by a committee. The Committee would undertake a discussion / presentation with the Bidders on the understanding of the RFP, proposed Approach and Methodology to be adopted, time frame for implementation of activities in the Bank and the proposed team. Further, a live product demo has to be made by the bidder to the Committee to demonstrate the features and functionalities of the system.

The technical capabilities and competence of the Bidder should be clearly reflected in the discussion / presentation and Live Product Demo. The Bank will inform separately the date, time and venue of the discussion / presentation to the Bidders that have met the eligibility criteria.

The bidder is required to submit list of projects implemented / under implementation in the following format supported by any of the following documents as evidences of having relevant experience:

Relevant credential letters, supporting the claim, from the respective organization along with contact details of the organization.

S.N	Technology	Client name & Location	Name of The Project	Project Start Date	Project End Date	Scope / Description of the Project	Contact details (Person, Name, Designation,
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As part of technical evaluation, the Bank may contact the customer references to get feedback about the credentials submitted by the bidder. The Bank at its discretion may not consider those projects / references for scoring, if in the Bank's opinion it is not relevant or meet corresponding criteria or in case the responses received from the customer contacts are negative.

- A. Technical Score** for each bidder will be calculated as follow based on scoring matrix as per Annexure XI (b).
- B.** After presentation, commercial bids will be opened and evaluated for bidders securing 70% (70 out of 100) or more marks as per scoring given in Technical Bid and Presentation. The Bank reserves the right to reduce the minimum qualifying marks, as above, to ensure that at least two bidders qualify for the commercial bid
- C.** The marks awarded by the Selection Committee would be at its sole discretion and final. No plea of revision/reconsideration of the same shall be considered/entertained.

Bidder would also be required to make technical presentation and product demonstration to explain its response in line with the respective parameters mentioned in the scoring matrix. Bidder will be expected to respond with crisp and clear answers with strong content for the queries raised during the presentation. Scoring will be done based on the response mentioned in the technical bid submitted and also on the technical presentation.

Bidders would be allotted a time slot for presentation based on ascending alphabetical order of their names and the time & location will be communicated to the bidders during technical evaluation. Failure of a bidder to make a scheduled presentation may result in rejection of the proposal.

**c) COMMERCIAL BID**

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

**12. PRE-BID MEETING & PRE-BID QUERIES.**

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

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

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

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

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

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

### **13. SUBMISSION OF BID**

Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnnet.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.pnbnnet.in> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites [www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason. **The commercial bid should be submitted online only.**

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

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

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

### **14. DEADLINE FOR SUBMISSION OF BID**

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

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

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

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

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

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

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

#### **16. CONTACTING THE PURCHASER**

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

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

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

#### **18. LOCAL CONDITIONS**

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

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

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

## **20. OPENING OF BIDS**

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

## **21. CLARIFICATIONS OF BID**

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

## **22. PRELIMINARY EXAMINATION**

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

Arithmetical errors will be rectified as follows:

- If there is any discrepancy in total amount and multiplication of unit rate and Multiplication factor, unit rates will prevail and the total amount shall be recalculated on the basis of Unit rate and multiplication factor.
- If there is any discrepancy between words and figures, the amount in the words will prevail.

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

Tender will be awarded on the basis of Techno Commercial evaluation i.e. 70% Weightage for Technical bid + 30% Weightage for Commercial bid and the bidder who score HIGHEST MARKS will be declared as Highest Combined Score (CS-1) i.e. H1 Bidder. Weightage of technical bid will be calculated on total marks of Technical evaluation scoring parameter. Evaluation will be as under

- a. Eligibility Evaluation
- b. Technical Evaluation
- c. Commercial Bid Evaluation
- d. Weighted Evaluation

The objective of evolving this evaluation methodology is to facilitate the selection of the most optimal solution that appropriately meet the business requirements of the Bank. All bids shall be evaluated by an Evaluation Committee set up for this purpose by the Bank. The evaluation shall be on the basis of quality of the solution & services offered and cost of the offered solution and services. Bidder's qualifying the Eligibility evaluation will be considered for Techno Commercial Evaluation.

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. During the process of evaluation of the technical proposal, the bidder will be required to make presentation (online or offline as per discretion of the Bank) on its Proposal covering Experience/ Technical Proposal including Methodology & Approach, Team Composition, Work Schedule and Activity Schedule etc.
10. The details of date, time & venue of the presentation will be advised to the eligible bidders separately.
11. The technical capabilities and competence of the potential bidder reflected in the technical proposal made available should be consistent with the presentation to be made before the committee.
12. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification as per **Annexure XI** is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
13. After presentation, commercial bids will be opened and evaluated for bidders securing 70% (70 out of 100) or more marks as per scoring given in Technical Bid and Presentation. The Bank reserves the right to reduce the minimum qualifying marks, as above, to ensure that at least two bidders qualify for the commercial bid.



## 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.

## Techno Commercial Bid Evaluation

- The Criteria for Techno Commercial Evaluation will have weightage of 70:30 (Technical: 70 Commercial: 30).
- Technical evaluation shall be done as per Annexure XI.
- Weightage for commercial bid will be calculated on rates quoted by the bidders post Reverse Auction.
- The bidder with the Highest Combined Score (CS-1) shall be selected. In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with Highest Technical Score amongst such bidders shall be the successful bidder.
- The methodology to evaluate the Highest Total Combined Score is as follow;

The Technical Bids will be allotted weightage of 70% while Commercial Bids will be allotted weightage of 30%. A combined score (CS) will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of 30 % for Commercial bid and 70 % for Technical Bid according to the following formula:

	Technical Score of A			Lowest Commercial Bid ( Post Reverse Auction)
Combined Score of A =	70 X	$\frac{\text{Highest Technical Score}}{\text{Highest Technical Score}}$	+ 30 X	$\frac{\text{Commercial Bid of A ( Post Reverse Auction)}}{\text{Lowest Commercial Bid ( Post Reverse Auction)}}$

The bidder obtaining the Highest Combined Score in evaluation of technical and commercial evaluation will be ranked CS-1 followed by proposal securing lesser marks as CS-2, CS-3 etc.

Bidder securing Highest Combined Marks and ranked CS-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

**Example:**

Sl.	Bidder	Technical Score (TS)	Commercial Bid (CB)	Weighted Technical score= [ 70 X TS/TS (highest)]	Weighted commercial Score = [30X CB lowest/CB]	Weighted Combined Score (CS)
1	AA	85	600	66	30	96
2	BB	90	800	70	22	92
3	CC	80	700	62	25	87

In above example:

The bidder 'AA' with the highest combined score becomes the successful bidder (CS-1).

*Note: The combined score shall be calculated upto two decimals.*

**4. Price Variation Factor**

- I. 'If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process'. If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
- II. Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally low prices against any item/s may also be liable for rejection.

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

**25. REVERSE AUCTION**

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

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

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

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

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

## **26. 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 & No. P-45021/2/2017-PP(BE-II) dated 16.09.2020. 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.

## **27. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid. The bidder shall not indulge in pressing for any unnecessary meetings with the bank officials. Any communication whatsoever will be done through official emails

## **28. 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.

## **29. DELAY IN THE SUPPLIER'S PERFORMANCE**

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

## **30. GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

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

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

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

## **32. 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.

### **33. PATENTS RIGHTS**

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

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

#### **34. 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.

#### **35. FORCE MAJEURE**

Notwithstanding the above provisions, 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 contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendors' fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure situation arises, the vendor shall notify within 30 days the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the vendor shall continue to perform its obligation under the contract to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly, and 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. Further, Bank also reserves the right to assign the work to other Vendor without any consequences and claims and in such case if Bank has to bear extra cost that can be recovered/adjusted from the PBG or/and pending bills of vendor.

#### **36. 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.
- e. 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.



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

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), 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 (30 working days), the Earnest Money Deposit (EMD) will be forfeited after a grace period of 15 working days.

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

**2. DURATION OF CONTRACT**

The selected bidder will be required to provide the Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services as per scope (points '1' to '59') for a period of 2 years from the date of initiation of services. Bank reserves the right to extend the period of services for one more year or part thereof at the same terms and conditions and prices, however in case of any exchange rate variation the same will be subject to negotiation.

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

**3. PERFORMANCE BANK GUARANTEE**

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

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 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) Should the Bank extend the period of services for one more year, the validity of the Performance Bank Guarantee will also be increased by one more year and the same to be submitted to the bank.
- c) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- d) The Performance Bank Guarantee will be furnished for due performance of the complete solution.
- e) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the Earnest Money Deposit (EMD)

/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.

f) No interest on PBG will be paid by Bank.

#### **4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)**

Orders will be placed by the respective HO Division/Department. The vendor (successful bidder) shall have to accept and acknowledge orders within 15 working days from the date of order placement. Bank has a right to cancel the order if the same is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.

#### **5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER**

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

#### **6. SERVICE LEVEL AGREEMENT**

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

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

#### **7. PAYMENT**

Payment shall be released quarterly in arrears on submission of invoice by the bidder.

#### **8. UPGRADES AND UPDATES**

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

## 9. 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.

## 10. PENALTY CLAUSE

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

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

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

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

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

**b) Penalty on DarkNet / Cyber Threat Intelligence:** - If selected bidder fails to detect and inform bank about any incident in Darknet prior to bank detecting/ any other party/ agency informing bank about any of the incidents in Darknet then penalty at the rate of 1% of the quarterly payment will be deducted for each such incident reported by the bank subject to maximum of 5% quarterly payment. If there are more than 5 such undetected incidents reported to the vendor, then bank reserves the right to review to continue with the services of the shortlisted vendor. This is over and above penalty which will be deducted from the vendor's payment.

**Penalty as in 10(a), 10(b) & 10(c) can be levied simultaneously. Maximum deducted penalty of one type will not affect any other type of penalty i.e. All type of penalties can be levied up to their maximum combined limit of 20%.**

**Any reopen incident will also have considered for penalty calculation for all above cases i.e. 10(a), 10(b) & 10(c).**

## **11.CANCELLATION OF PURCHASE ORDER**

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

- a) Non submission of acceptance of order within 15 working days of placement of Purchase Order.
- b) Non submission of Performance Bank Guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by Bank.
- d) Exceeding any of the threshold limit of Delay as per clause 10.

## **12.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 service 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.

## **13.INSPECTION OF RECORDS**

All bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the bidder provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

## **14.VISITORIAL RIGHTS**

The Bank and its authorized representatives, including Reserve Bank of India (RBI) or any other regulator shall have the right to visit any of the Bidder's premises without prior notice to ensure that data provided by the Bank is not misused. The Bidder shall cooperate with the

authorized representative/s of the Bank and shall provide all information/ documents required by the Bank.

#### **15. MALICIOUS CODE CERTIFICATE:**

The Bidder should upload following certificate in the bid: -

- (a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:
  - (i) Inhibit the desires and designed function of the equipment.
  - (ii) Cause physical damage to the user or equipment during the exploitation.
  - (iii) Tap information resident or transient in the equipment/network.
- (b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### **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 applicable value and must be signed by all the witnesses also. IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT)/Pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty/guarantee. The Performa of Integrity Pact is as per (Annexure-XV)

#### **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 rate 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 contract. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank. Vendor (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 initial 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 90 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**

The shortlist bidder shall be required to execute SLA (Service Level Agreement), NDA (Non-Disclosure Agreement) & other required agreement with the Bank.

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



The employees engaged by the Vendor shall be deemed to be the employees of vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The Vendor alone would comply with the statutory obligations and Labour Regulations/ Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the other except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

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

### **30. NON SOLICITATION**

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 (including amendments in IT Act 2008 and any other subsequent additions/amendments) 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 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 Onsite SOC of Bidder/OEM. 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. 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 Onsite SOC of Bidder/OEM are not as per the Bank's requirement 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 contract shall be limited to a maximum of the contract

value. This limit shall not apply to third party claims for

a) IP Infringement indemnity

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

#### **46. LIQUIDATED DAMAGES**

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

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

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

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

Penalty and LD is not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the selected Bidder to prove that the delay is attributable to the Bank and Force Majeure. The selected Bidder shall submit the proof authenticated by the Bidder and Bank's official that the delay is attributed to the Bank and/or Force Majeure along with the bills requesting payment.

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## UNDERTAKING FROM THE BIDDER

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

Sir

**Reg.: Our bid for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

We submit our Bid Documents herewith.

We understand that

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

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

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

Yours faithfully

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



### ELIGIBILITY CRITERIA FOR BIDDERS FOR Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services

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

Sl.	Pre-Qualification Criteria	Document to be submitted	Compliance (Yes/No)
1.	Proof of RFP cost		
2.	Earnest Money Deposit (EMD)		
3.	The bidder participating in the bid should be registered in INDIA as per the companies act or have its registered office within the jurisdiction of INDIA in last 3 years	Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India.	
4.	Bidder must be an ISO 27001: 2013 or higher certified company.	ISO 27001: 2013 or higher certificate	
5.	<p>The proposed Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services Intelligence services must have been successfully provided or currently being provided in at least 2 PSU/ BFSI/ Govt. Organizations in India, during last 3 years as on bid submission date. The period for which the services have been availed or are being availed by the client organization should be at least one year.</p> <p>Or</p> <p>The proposed Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services must have been successfully provided or currently being provided atleast in One PSU Bank in India, during last 3 years as on bid submission date. The period for which the services have been availed or are being availed by the client organization should be at least one year.</p>	<p>Satisfactory Performance Certificate from the Clients as per Annexure-VI.</p> <p>OR</p> <p>Purchase Order along with Email confirmation from the clients containing all the required information.</p> <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 any other proof of successful 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>	

6.	The bidder should have Support center in Delhi NCR region.	List/Details of technical support centers in India with complete addresses and contact numbers as per Annexure- 'XVI'	
7.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate from certified CA to be provided as per Annexure- 'VII'	
8.	Bidder should not have been blacklisted at any time by the Govt. of India/ Banks/ PSU /BFSI /Govt. Organizations in last 3 years in India. Self-Certificate/Undertaking is to be provided.	Undertaking to be provided as per Annexure-'VIII'.	
9.	The bidder should either be the Original Equipment Manufacturer (OEM) of the offered services with presence in India, or its authorized representative in India.	In case of authorized representative, MAF from OEM of the Solution as per Annexure-X in their letter Head needs to be provided. In case the bidder is itself the OEM, undertaking as per Annexure-XI on their company's letter head should be provided.	
10.	The bidder should have a minimum turnover of INR 10 crores (Rs. Ten Crores) per annum from Information security services, for the past 3 financial years i.e. 2018-19, 2019-20 & 2020-21.  For 2021-22, bidder should submit Audited balance sheet and P/L. (If not, provisional)  The bidder should have positive net worth during the last three financial years.	Provide CA Certificate as per Annexure-IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification. CA's valid UDIN number should be mentioned in the certificate.	
11.	Bidder should have its own Security Operation Centre(SOC) In India and managed 24x7x365	Location of Security Operation Centre(SOC), details of solutions implemented , period from soc is implemented , technology used, etc to be provided to Bank in its letter head, same is duly signed by authorized persons.	
12.	Bidder should be CERT-IN Empaneled vendor	Certificate or link of cert-in to be provided	
13.	Labour Law Compliance	Undertaking to be submitted	

**NOTE:**

1. For a particular Solution/ services, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Service Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
10. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident.
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). However Traders/ Sole Agents/ Distributors etc are excluded from this relaxation.	
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – <a href="http://www.deity.gov.in/esdm/pmn">www.deity.gov.in/esdm/pmn</a> as applicable to Bank.	
9	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name	
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	
11	Specimen Full signature	
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)	
13	Details of Service Support Center in Delhi/NCR	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:
14	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.	
15	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')
16	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY
		Turnover Rs.(in Cr)
		Net Profit/Loss Rs. (in lacs)
		Net Worth Rs. (in Cr)
		2018-19
		2019-20

		2020 -21			
		2021 -22(*)			

\*(Audited Balance Sheet, if not, provisional)

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

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

**Signature of Authorized Signatory with Seal of the Company**

**Name of Signatory:**

**Designation:**

**Email ID & Mobile No:**

## COMPLIANCE STATEMENT

**Reg.: RFP for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

## DECLARATION

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

<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 Bank**

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

Sir,

**Reg.: RFP for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

This is to certify that M/s \_\_\_\_\_ has supplied/ implemented \_\_\_\_\_ services which is Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services originally developed by \_\_\_\_\_ (OEM name) to our organization since \_\_\_\_\_ (no. of Years) and currently running successfully since \_\_\_\_\_ (no. of Years).

The services provided by the M/s \_\_\_\_\_ are satisfactory and working fine since \_\_\_\_\_ (no. of years).

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Bank**

LITIGATION CERTIFICATE

**Reg.: RFP for providing Anti-Phishing, Anti-pharming, Anti-roque Services along with Cyber Threat Intelligence /Darknet Services**

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

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

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

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

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**UDIN:**

**Designation:**

**Seal of Company**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**



**UNDERTAKING FOR NON- BLACKLISTED**

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

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

Sir,

**Reg.: RFP for providing Anti-Phishing, Anti-pharming, Anti-roque Services along with Cyber Threat Intelligence /Darknet Services**

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

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

Thanking You,  
Yours faithfully,

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

### TURNOVER CERTIFICATE

**Reg.: RFP for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

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

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Networth from its Indian Operations out of which turnover of Rs. \_\_\_\_\_ is from Supply/Installation/Maintenance of IT Security Solutions in India, for the past 3 financial years i.e. 2018-19, 2019-20 & 2020-21.

This information is based on the Audited Financial Statements for 2018-19, 2019-20 & 2020-21.

Financial Year (for Three Consecutive FY)	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)	Turnover from their Indian operations/ services from Indian Operations from IT Security Solutions. (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:**

**MANUFACTURER'S (OEM) AUTHORIZATION FORM (MAF)**

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

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

Sir

**Reg.: RFP for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

We hereby submit the following: -

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ (Name of the Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services), being offered to Punjab National Bank through M/s \_\_\_\_\_ (Bidder's Name), who is our authorized Partner/representative in India for providing these services.
2. We, M/s \_\_\_\_\_ have the IP (Intellectual property) rights for the services being offered to Bank.
3. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s \_\_\_\_\_
4. In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Seal of Company**

**UNDERTAKING FOR BEING THE OEM OF THE OFFERED PRODUCT**

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

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

Sir

**Reg.: RFP for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

We hereby submit the following:-

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

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**TECHNICAL SPECIFICATION OF THE OFFERED SOLUTION**

(To be submitted in original on letter head of OEM & signed by OEM and to be countersigned by the bidder)

Mandatory functional and technical requirements are listed below for evaluation of this RFP. Vendor to indicate compliance against each item as Yes/No.

S. No.	PARAMETER	Complied (Yes / No)	Remarks
1.	Ability to monitor incidents related to branch abuse		
2.	Ability to monitor all kind of incidents given below: <ul style="list-style-type: none"> <li>• Phishing:</li> <li>• Pharming</li> <li>• Trojan</li> <li>• Brand Abuse</li> <li>• Compromised Servers</li> <li>• Spoofed email address</li> <li>• Domains (old / new) similar to "Punjab National Bank/PNB/PNB India etc" also the domains of Amalgamated entity</li> </ul>		
3.	Ability to monitor major Mobile app store for Malicious App/Trojan etc.		
4.	Ability to report incidents through all modes of communication (email, sms, phone call, dashboard etc) and sending list of compromised accounts immediately on detection.		
5.	Ability to close any incident within the earliest possible time, take proper counter measures wherever required, ensuring continuous monitoring for repeated incidents and maintaining sufficient contacts with ISP/third parties to act on behalf of PNB for timely closure of incidents		
6.	In how many international languages is service provider able to communicate (minimum 05 languages should be supported)		
7.	Legal support in the form of communication with CERT/Cyber Crime (with special permission from the Bank). Technical support should be provided on a continuous basis.		
8.	Provision of Dashboard that should have all the following features: <ul style="list-style-type: none"> <li>• Display of high and low level reports</li> <li>• Regular update of incidents</li> <li>• Customized reports/ option to process adhoc queries</li> <li>• Help menu</li> <li>• Capacity to download extracted data</li> </ul>		

S. No.	PARAMETER	Complied (Yes / No)	Remarks
	<ul style="list-style-type: none"> <li>· Availability of screen shots of all phishing related incidents</li> <li>· User access facility</li> <li>· Display of ongoing compliance status</li> </ul>		
9.	Forensics capability must ensure the following functionalities: <ul style="list-style-type: none"> <li>· Comprehensive analysis</li> <li>· Extracting critical data</li> <li>· Providing critical information to the customer as per the nature of the incident.</li> <li>· Ability to provide data for investigation purposes</li> </ul>		
10.	Providing advisory services in the form of: <ul style="list-style-type: none"> <li>· Advisory for online threats</li> <li>· Presentations in a quarter</li> <li>· Review calls</li> <li>· Intelligence alerts</li> <li>· High and low level reports on a monthly basis</li> <li>· Regular alerts on critical vulnerabilities</li> <li>· Articles and white papers</li> <li>· Tools and other methods used by the fraudster against the Bank</li> </ul>		
11.	Capability to meet SLA as defined in RFP and mechanism to monitor the performance on a regular basis		
12.	Must adhere to the following security aspects: <ul style="list-style-type: none"> <li>· Abide by the security policy of the Bank</li> <li>· Role based authentication to the dashboard</li> <li>· Secured flow of data from vendor to the client</li> <li>· Security controls at monitoring site</li> <li>· Controls to avoid data tampering</li> </ul>		
13.	Experience in Anti Phishing, Anti Pharming and anti-Trojan services (completed years only) (minimum 3 years) including Global Banks		
14.	Number of customers using proposed / offered Anti Phishing services (minimum 20) and Darknet (10) including Global Banks		
15.	Should have ability to identify potential branch infringements and affiliations risk related to misuse of bank's logo on all third party websites		
16.	Should have the ability and mechanism to call, email and/or send SMS to the bank on the basis of severity of any phishing/ malicious incident.		
17.	Service provider/Vendor must have at least 10 years of experience in Cyber Threat Intelligence and forensic		

S. No.	PARAMETER	Complied (Yes / No)	Remarks
	investigations related to cyber security across various countries (at least 5 countries )		
18.	Service provider/Vendor must release at least 5 reports publically in a year covering High-tech crimes by different Threat Actor groups providing technical details of attacks and TTPs.		
19.	Service provider/Vendor must be member of at least 2 of reputed industry institutions such as FIRST/TRUSTED INTRODUCER/APWG		
20.	The service provider/Vendor shall be in "Market Guide for Digital Forensics and Incident Response Services" by Gartner as a Representative Vendor		

**Note: Non-Compliance to any of the above technical specification will make the bid liable for rejection.**

**Other terms & conditions:**

1. For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.
3. In case of Indian Authorized Representative (IAR) / Agent / System Integrator (SI), maximum two Authorized Representatives of a particular Principal or Original Equipment Manufacturer (OEM) / Solution Provider can participate in the tender process.
4. In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.
5. Bidder should submit detailed response along with documentary proof for all of the above eligibility criteria. The eligibility will be evaluated based on the bid and the supporting documents submitted. Bids not meeting the above eligibility criteria will be rejected.
6. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
7. Bidders to submit relevant documentary evidence for all parameters mentioned.
8. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
9. All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
10. All third-party documents must be signed by their authorized signatory and his/her

designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third-party document may make the bid liable for rejection.

Yours Sincerely,

**Signature of Authorized Signatory (of OEM)**

**Name of Signatory:**

**Designation:**

**Date:**

**Place:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**Signature of Authorized Signatory (of Bidder)**

**Name of Signatory:**

**Designation:**

**Date:**

**Place:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

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



**SCORING METHODOLOGY**

This evaluation will be carried out on a total score of 100 on the basis of the following evaluation parameters defined in this section. The evaluation methodology is further broken down into sub areas as under.

<b>S No</b>	<b>Parameter</b>	<b>Sub parameter</b>	<b>Maximum Marks</b>
<b>1*</b>	The number of years' experience of providing Anti Phishing/Anti Rogue/Darknet Monitoring Services in India.	Experience in any organization within India. (1 yr= 3 Marks, 2 yr=6 Marks, 3 yr=9Marks, 4yr= 12 Marks & 5yr= 15 Marks)	15
<b>2*</b>	The number of client to whom Anti Phishing Managed Services is provided.	For Each client Banks (Private & Govt.)/ PSU/ NBFC - 3 marks  For Each other client- 2 marks	15
<b>3*</b>	The number of client to whom Anti Rogue Managed Services is provided.	For Each client Banks (Private & Govt.)/ PSU/ NBFC - 3 marks  For Each other client- 2 marks	15
<b>4*</b>	The number of client to whom Darknet service is being provided.	For Each client Banks (Private & Govt.)/ PSU/ NBFC - 3 marks  For Each other client- 2 marks	15
<b>5</b>	The Bidder has its own Security Operations Centre and SOC is ISO27001 Certified.	For own SOC- 5 marks Additional marks for SOC in India- 5 marks Additional Marks for ISO27001 Certification- 5 Marks	15
<b>6 #</b>	The number of CISA/CISM/CISSP/CCIE security Certified personnel employed by the Bidder	For 5 to 10 employees- 5 Marks For more than 10 employees- 10 Marks	10
<b>7</b>	Methodology & Approach- Subjective evaluation based on technical proposal and presentation	Demonstration of in-depth understanding of the Phishing attack and capabilities of the Bidder to monitor and takedown the phishing sites within the SLA time.	15
<b>Total Marks</b>			<b>100</b>

**\*NOTE 1:**

- Only last -5- years' experience will be counted.
- Only those experience will be counted which have duration of at least -1- year.

- *For repeat order/renewal order from the client, only one experience will be counted in Technical evaluation.*

**#NOTE 2:** *For manpower consideration, the Employee should be on the payroll of the Bidding company. For this proof in the form of employment letter duly accepted by the employee or suitable declaration jointly signed by the Employer and Employee stating date of joining on the Bidding company's letterhead should be submitted.*

The technical proposal of the bidder will be scored as per [Annexure XI \(a\)](#) and [Annexure XI\(b\)](#) – Functional and Technical Specifications.

After presentation, commercial bids will be opened and evaluated for bidders securing 70% (70 out of 100) or more marks as per scoring given in Technical Bid, Presentation and Annexure XI(b). The Bank reserves the right to reduce the minimum qualifying marks, as above, to ensure that at least two bidders qualify for the commercial bid.

The decision of the Bank in this regard shall be final.

Scorings for [Annexure XI\(a\)](#) – Functional and Technical Specifications will be awarded as per the defined criteria mentioned in that Annexure. All the technical and functionalities defined will be verified by the bank during the product demonstration. Providing wrong information in the [Annexure XI\(a\)](#) - Functional and Technical Specifications will be liable for rejection.

**PERFORMA FOR INDICATIVE COMMERCIAL OFFER**  
**RFP for providing Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**

**Table-A**

S No	Item	Description	Multiplication factor (A)	Per quarter Cost (in Rs) (B)	Total Cost (C) = (A)*(B)
1.	Online monitoring and blocking/taking down of incidents like Phishing, Pharming, Brand Abuse etc, scanning of websites. (on per site basis )	Services as per scope of work points '1' to '59'	8		
2	Online monitoring of rogue apps and take down of these rogue apps (on per app basis)		8		
3	Online monitoring and blocking/taking down of social media accounts of the Bank (on per account basis)		8		
4	Cyber threat Intelligence services		8		
5	Darknet services		8		
6	<b>Brand Abuse and Scam Detection</b>		8		
7	API with google map address of Branches/Offices/HO		8		
8	cyber risk review (external)		8		
9	Any other		8		
<b>Total cost</b>					

**NOTES:**

1. The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. L1 cost will be decided as per total of Table A, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
4. Bidder should quote rates per quarter which will be valid for the period of 2 years from the date of signing of contract.
5. Bank will not be making any other payment except those mentioned in the commercial bid.

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

**PROFORMA FOR THE BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

Punjab National Bank  
 Information Technology Division  
 5, Sansad Marg  
 New Delhi 110001

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_

Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after

Called 'bidder') wish to participate in the said bid for **Anti-Phishing, Anti-pharming, Anti-rogue Services along with Cyber Threat Intelligence /Darknet Services**. 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 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**

**PERFORMA FOR INTEGRITY PACT**

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

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

## INTEGRITY AGREEMENT

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: -

- a. 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.
- b. 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.
- c. 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 existing provisions of GFR, 2017, PC Act, 1988 and other Financial Rules/Guidelines etc.



#### **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 IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.

(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) Dr. Sarat Kumar Acharya (Ex-CMD, NLC India Ltd.), (email ID: [sarat777@rediffmail.com](mailto:sarat777@rediffmail.com)), (Mob no. 9442118060) & Sh. Deepak Anurag (IA & AS, Retd.), (email ID: [anuragd@cag.gov.in](mailto:anuragd@cag.gov.in)), (Mobile: 9810676339) 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 be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. 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 to 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) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (5) 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.
- (6) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (7) 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)  
(Office Seal)

(For & On behalf of Bidder/Contractor)  
(Office Seal)

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

Witness 1:  
(Name & Address)

Witness 2:  
(Name & Address)

## ANNEXURE - XVI

### DETAILS OF TECHNICAL SUPPORT CENTERS IN Delhi/ NCR

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

Add as many rows you want to add

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Seal of Company**

## ANNEXURE - XVII

### WEBSITES

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

*List of domain will be provided to successful bidder . At present there are approximately 422 websites/domains are used by the Bank.*

S. No	Domain Name		S. No	Domain Name
1	mbgbpatna.co.in		32	pnbnet.info
2	shgbank.co.in		33	mypnbone.in
3	hpgbank.co.in		34	pnbindia.in
4	supgbank.co.in		35	pnbindia.net.in
5	rrbpnb.in		36	pnbnet.in
6	pnbcard.in		37	pnbnet.net.in
7	pnberupaya.in		38	pnbnet.org.in
8	Onlinepnbuniversal.xxx		39	pnb.in
9	netpnbglobal.info		40	pnb.net.in
10	pnbbankcards.xxx		41	mypnb.in
11	pnbglobal.info		42	pnbindia.com
12	onlinepnb.info		43	netpnb.com
13	pnbonlineglobal.mobi		44	www.ubiindia.in
14	netpnbglobal.mobi		45	www.unitedbank.in
15	net-pnb.info		46	obcindia.asia
16	pnb-india.info		47	pnbccpts.in
17	pnbindiaglobal.mobi		48	www.unitedbankofindia.co
18	pnbindiaglobal.info		49	pnbfikiosk.co.in
19	onlinepnbglobal.mobi		50	pnbuniv.in
20	onlinepnbglobal.info		51	www.unitedbankofindia.net
21	pnbonlineglobal.info		52	www.unitedbankofindia.org
22	onlinepnb.mobi		53	obconline.co.in
23	mypnbone.com		54	pnbindiaglobal.com
24	pnbindia.pro		55	pnbindiaglobal.net
25	pnbupi.in		56	pnbindiaglobal.org
26	Pnbdubai.com		57	pnbindiaglobal.biz
27	punjabnationalbankuk.com		58	pnbindiaglobal.name
28	pnbuk.com		59	netpnbglobal.com
29	onlinepnbhutan.in		60	netpnbglobal.org
30	obcindia.co.in		61	netpnbglobal.biz
31	pnbindia.biz		62	netpnbglobal.name

S. No	Domain Name		S. No	Domain Name
63	netpnbglobal.in		100	onlinepnb.in
64	netpnbglobal.co.in		101	onlinepnb.co.in
65	netpnb.net		102	onlinepnbglobal.com
66	onlinepnb.net		103	<a href="http://www.unitedbankofindia.com">www.unitedbankofindia.com</a>
67	onlinepnb.org		104	pnbnet.org
68	onlinepnb.biz		105	pnbindiaglobal.in
69	onlinepnb.name		106	pnbindiaglobal.co.in
70	pnbonlineglobal.com		107	pnbglobal.in
71	pnbonlineglobal.net		108	pnbglobal.co.in
72	pnbonlineglobal.org		109	<a href="http://ukpnb.com">ukpnb.com</a>
73	pnbonlineglobal.biz		110	orientalbankofcommerce.asia
74	pnbonlineglobal.name		111	orientalbank.asia
75	pnbonlineglobal.in		112	obconline.asia
76	pnbonlineglobal.co.in		113	pnbwecare.in
77	pnb-india.net		114	pnbindia.xxx
78	pnb-india.org		115	pnb.xxx
79	pnb-india.biz		116	punjabnationalbank.xxx
80	pnb-india.name		117	<a href="http://pnbibanking.in">pnbibanking.in</a>
81	pnb-india.in		118	auapnb.co.in
82	pnb-india.co.in		119	acformpnb.co.in
83	net-pnb.com		120	pnbrbkiiosk.co.in
84	net-pnb.net		121	rrbkioskpnb.co.in
85	net-pnb.org		122	<a href="http://shgbmobile.in">shgbmobile.in</a>
86	net-pnb.biz		123	<a href="http://hpgbmobile.in">hpgbmobile.in</a>
87	net-pnb.in		124	<a href="http://pgbmobile.in">pgbmobile.in</a>
88	net-pnb.co.in		125	<a href="http://mbgbmobile.in">mbgbmobile.in</a>
89	onlinepnbglobal.net		126	<a href="http://supgbmobile.in">supgbmobile.in</a>
90	onlinepnbglobal.org		127	pnb-india.mobi
91	onlinepnbglobal.biz		128	net-pnb.mobi
92	onlinepnbglobal.name		129	pnbglobal.mobi
93	onlinepnbglobal.in		130	<a href="http://pnbkitty.in">pnbkitty.in</a>
94	onlinepnbglobal.co.in		131	<a href="http://pnbbillpay.in">pnbbillpay.in</a>
95	pnbglobal.net		132	punjabnationalbankonline.co
96	pnbglobal.org		133	<a href="http://pnbupi.com">pnbupi.com</a>
97	pnbglobal.biz		134	<a href="http://pnbupi.org">pnbupi.org</a>
98	punjabnationalbank.net		135	<a href="http://www.unitedbankofindia.in">www.unitedbankofindia.in</a>
99	netpnb.org		136	punjabnationalbank.in

S. No	Domain Name		S. No	Domain Name
137	dbgb.co.in		174	netpnb.name
138	net-pnb-global.xxx		175	pnbn.net.name
139	punjabnationalbankonline.net		176	netpnb.ind.in
140	punjab-nationalbank.xxx		177	punjab-nationalbank.co.in
141	online-pnb.net		178	pnb-india-global.info
142	pnb-india-global.net		179	netpnb.biz
143	pnb-net.net		181	pnbcreditcard.info
144	pnbcard.org		182	punjabnationalbank.ind.in
145	pnbccard.co.in		183	netpnbglobal.asia
146	pnbccard.net		184	pnbglobal.asia
147	pnbcreditcard.asia		185	pnbwallet.in
148	pnbcreditcard.net		186	pnbuniv.org
149	pnbcreditcard.org.in		187	punjab-nationalbank.co
150	pnberupaya.net		188	punjab-nationalbank.net
151	netpnb.info		189	pnbcreditcards.xxx
152	pnbn.net.biz		190	pnb-creditcard.com
153	punjabnationalbank.name		191	pnb-india-global.com
154	pnbcreditcard.mobi		192	pnb-creditcard.co
155	punjabnationalbank.tv		193	pnbcard.asia
156	punjabnationalbank.org.in		194	pnbccard.ind.in
157	onlinepnb.asia		195	pnbccard.org
158	pnb-india.asia		196	pnbcreditcard.co.in
159	pnbupi.co.in		197	pnbcreditcard.org
160	pnbonlinecreditcards.net		198	pnberupaya.org
161	punjab-nationalbank.info		199	pnberupaya.co.in
162	punjabnationalbankonline.co.in		200	pnbindia.name
163	punjabnationalbankonline.org		201	punjabnationalbank.biz
164	online-pnb.com		202	pnbindia.tv
165	online-pnb.org		203	netpnb.org.in
166	pnb-creditcard.org		204	net-pnb.asia
167	online-pnb.co		205	pnbonlineglobal.asia
168	netpnbglobal.net		206	pnbuniv.co.in
169	pnbcard.org.in		207	pnb-india-global.xxx
170	pnbccard.in		208	pnbcreditcard.name
171	pnbccard.net.in		209	onlinepnbglobal.asia
172	pnbcreditcard.net.in		210	pnbindiaglobal.asia
173	pnbpms.co.in		211	pnb.asia

S. No	Domain Name		S. No	Domain Name
212	pnbcreditcard.in		250	pnbbankcards.org
213	punjabnationalbank.mobi		251	pnbcreditcards.com
214	pnb.org.in		252	pnbonlinecreditcards.co.in
216	net-pnb-global.info		253	punjab-nationalbank.org
217	Onlinepnbuniversal.co.in		254	punjabnationalbankonline.info
218	Onlinepnbuniversal.net		255	pnb-india.xxx
219	pnbbankcards.co.in		256	online-pnb.info
220	pnbcreditcards.co		257	pnb-creditcard.net
221	pnbcreditcards.info		258	pnb-net.com
222	pnb-india.tel		259	pnb-india-global.co
223	pnbcard.co.in		260	pnbcard.net.in
224	netpnb.net.in		261	pnbccard.asia
225	pnbindia.ind.in		262	pnbccard.org.in
226	net-pnb-global.co.in		263	pnbcreditcard.ind.in
227	net-pnb-global.net		264	pnberupaya.com
228	Onlinepnbuniversal.org		265	pnbgyanuday.net
229	pnbbankcards.info		266	punjabnationalbank.co
230	pnbcreditcards.net		267	obc.co.in
231	pnbonlinecreditcards.com		268	pgb.co.in
232	pnbcard.ind.in		269	pnb.co.in
233	netpnb.mobi		270	www.unitedbank.co.in
234	pnb.ind.in		271	slbcdelhi.co.in
235	pnbindia.org.in		272	obcindia.net
236	net-pnb-global.com		273	obc-online.com
237	net-pnb-global.org		274	obc-online.net
238	Onlinepnbuniversal.com		275	obc-online.org
239	pnbbankcards.co		276	obc-online.info
240	pnbbankcards.net		277	obc-online.in
241	pnbcreditcards.co.in		278	obc-online.co.in
242	pnbcreditcards.org		279	obc-online.asia
243	pnbonlinecreditcards.co		280	obc-online.net.in
244	pnbcard.net		281	obc-india.asia
245	pnbnet.mobi		282	obc-online.org.in
246	pnbnet.ind.in		283	obconline.info
247	punjabnationalbank.net.in		284	obconline.net.in
248	Onlinepnbuniversal.co		285	obconline.org.in
249	Onlinepnbuniversal.info		286	obcindia.info



S. No	Domain Name		S. No	Domain Name
287	obcindia.net.in		324	orientalbankofcommerce.mobi
288	obcindia.org.in		325	orientalbankofcommerce.org
289	obc-india.org		326	orientalbankofcommerce.info
290	obc-india.net.in		327	orientalbankofcommerce.tv
291	obc-india.org.in		328	orientalbankofcommerce.name
292	obcservices.co.in		329	OBCASBA.asia
293	obcindia.xxx		330	obcremit.asia
294	obconline.xxx		331	obcservices.asia
295	obc-online.co		332	orientalbankofcommerce.tel
296	orientalbankofcommerce.co		333	obcremit.co.in
297	OBCASBA.org		334	onlinepnb.net.in
298	obcremit.org		335	onlinepnb.org.in
299	obcservices.org		336	onlinepnbglobal.net.in
300	OBCASBA.in		337	onlinepnbglobal.org.in
301	OBCASBA.org.in		338	mypnb.net.in
302	OBCASBA.net.in		339	mypnb.org.in
303	obcremit.in		340	mypnb.co.in
304	obcremit.net.in		341	pnbfikiosk.net.in
305	obcremit.org.in		342	pnbfikiosk.org.in
306	obcservices.in		343	pnbfikiosk.in
307	obcservices.net.in		344	auapnb.in
308	obcservices.org.in		345	auapnb.net.in
309	orientalbankofcommerce.firm.in		346	auapnb.org.in
310	orientalbankofcommerce.gen.in		347	pnbrrbkiosk.net.in
311	orientalbankofcommerce.ind.in		348	pnbrrbkiosk.org.in
312	orientalbankofcommerce.net.in		349	pnbrrbkiosk.in
313	orientalbankofcommerce.org.in		350	rrbkioskpnb.net.in
314	OBCASBA.com		351	rrbkioskpnb.org.in
315	orientalbankofcommerce.me		352	rrbkioskpnb.in
316	orientalbankofcommerce.biz		353	pnbpcpts.net.in
317	OBCASBA.net		354	pnbpcpts.org.in
318	obcremit.com		355	pnbpcpts.co.in
319	obcremit.net		356	mbgbpatna.net.in
320	obcservices.net		357	mbgbpatna.org.in
321	OBCASBA.info		358	mbgbpatna.in
322	obcremit.info		359	shgbank.net.in
323	obcservices.info		360	shgbank.org.in

S. No	Domain Name		S. No	Domain Name
361	shgbank.in		398	mbgbmobile.net.in
362	hpgbank.net.in		399	mbgbmobile.co.in
363	hpgbank.org.in		400	supgbmobile.co.in
364	hpgbank.in		401	supgbmobile.net.in
365	supgbank.in		402	supgbmobile.org.in
366	supgbank.net.in		403	onlinepnbbhutan.co.in
367	supgbank.org.in		404	onlinepnbbhutan.net.in
368	rrbpnb.co.in		405	onlinepnbbhutan.org.in
369	rrbpnb.net.in		406	pnberupaya.net.in
370	rrbpnb.org.in		407	pnberupaya.org.in
371	pgb.net.in		408	mypnbone.co.in
372	pnbwecare.co.in		409	mypnbone.net.in
373	punjabnationbank.co.in		410	mypnbone.org.in
374	punjabnationbank.net.in		411	pnbibanking.net.in
375	punjabnationbank.org.in		412	pnbibanking.org.in
376	netpnbglobal.net.in		413	dbgb.net.in
377	netpnbglobal.org.in		414	dbgb.org.in
378	pnbuniv.net.in		415	pnbduhai.co.in
379	pnbuniv.org.in		416	pnbduhai.net.in
380	pnbupi.net.in		417	pnbduhai.org.in
381	pnbupi.org.in		418	pnbduhai.in
382	pnbkitty.co.in		419	pnbuk.in
383	pnbkitty.net.in		420	pnbuk.co.in
384	pnbkitty.org.in		421	pnbuk.net.in
385	pnbillpay.co.in		422	pnbuk.org.in
386	pnbillpay.net.in			
387	pnbillpay.org.in			
388	shgbmobile.co.in			
389	shgbmobile.net.in			
390	shgbmobile.org.in			
391	hpgbmobile.co.in			
392	hpgbmobile.net.in			
393	hpgbmobile.org.in			
394	pgbmobile.co.in			
395	pgbmobile.net.in			
396	pgbmobile.org.in			
397	mbgbmobile.org.in			

## CHECKLIST

Sl. No.	Particulars	Submitted (Yes/No)	Page No
1.	Proof of RFP Cost		
2.	Proof of Earnest Money Deposit (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.	Performa for Performance Statement –Annexure VI		
9.	Litigation Certificate (Annexure – VII)		
10.	Undertaking For Non- Blacklisted(Annexure – VIII)		
11.	Turnover Certificate by CA(Annexure-IX)		
12.	Manufacturer's Authorization Form (MAF) (Annexure-X)		
13.	Undertaking for being the OEM of the offered Application(Annexure-XI)		
14.	Technical Specifications (Annexure – XII(a) & Annexure – XII(b))		
15.	Performa For Indicative Commercial Offer (Annexure – XIII)		
16.	Earnest Money Deposit (EMD) (Annexure – XIV)		
17.	Integrity Pact (Annexure – XV)		
18.	Details Of Technical Support Centers In Delhi/ Ncr (Annexure – XVI)		
19.	Certificate of Incorporation		
20.	Complete Bill of Material (BOM) (Both hardware & Software)		
21.	Audited Balance Sheets & Profit & Loss Statements		
22.	Power of Attorney and Copy of Board Resolution		