

PUNJAB NATIONAL BANK



Request for Proposal (RFP) **for Procurement of SSL (Secure Socket Layer)** **Certificates for various Applications of the Bank.**

Punjab National Bank
Information Technology Division
Head Office, 5 Sansad Marg,
New Delhi - 110 001
Tel: (011)- 23765468

DISCLAIMER

The information contained in this Request for Proposal Document (RFP Document) or 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 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.

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GENERAL TENDER DETAILS

RFP for procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.		
1.	Date of commencement of Bidding Process.	14/03/2024
2.	Last date and time for sale of Bidding Documents	28/03/2024 upto 1600 Hrs.
3.	Last date and time for receipt of queries from bidders for Clarifications	20/03/2024 upto 1700 Hrs.
4.	Date of Pre-Bid Meeting	21/03/2024 at 1500 Hrs.
5.	Last date and time for Online Bid Submission [Both Technical & Commercial Bid] (or Hash submission)	28/03/2024 upto 1600 Hrs.
6.	Last date and time for Bid Re-Encryption	From 28/03/2024 1701 Hrs.to 30/03/2024 1400 Hrs.
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 28/03/2024 1701 Hrs.to 30/03/2024 1400 Hrs.
8.	Date and Time of Technical Bid Opening	30/03/2024 at 1600 Hrs.
9.	Place of Submission of Bids	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)-23724596
12.	Cost of RFP	Rs. 500/++ 18 % GST*(Non-refundable) should be paid online only to Punjab National Bank before last date of bid submission in the following account: IFSC Code: PUNB0399900 Bank & Branch: Punjab National Bank, Sansad Marg, New Delhi -110 001

		Account No. 0153002200175673 (16 digits) Imprest account – HO IT Division *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP.
13.	Earnest Money Deposit	Bid Earnest Money (EMD) of Rs 16050/-, may be paid online or in the form of Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Performa at Annexure-XII . In case there is change in any Govt guidelines related to EMD then bidder has to adhere to the same accordingly.
14.	Contact to Bidders	Interested Bidders are requested to send the email to Sh. Dilip Parsoya (SM) at dilip.parsoya@pnb.co.in , Sh Tarun Shahani (CM-IT) at tarun@pnb.co.in , containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code, (d)Telephone No., Fax No., Mobile No. (e) e-mail etc.

NOTE

1. All the interested Bidders, who have not registered earlier with PNB's 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 (02) working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process.

Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.

4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at eprocurement@pnb.co.in.

5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which Bank will not accept the hard copy of Technical bid.

6. The 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 bidders are participating in the Reverse Auction, it is advised that Bidders place their bids well in 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) is one of the leading nationalized Banks and has its head office at New Delhi. It has more than 11,500 branches and more than 13000 ATMs (onsite and offsite) all over the country. It has 22 Zonal Offices and 139 Circle offices controlling these branches/ATMs besides specialized service branches, DC/DRS, training establishment and other offices. There are 9 RRBs (Regional Rural Banks) and having various offices at Hongkong, Dubai, Bhutan, UK etc.

2. BACKGROUND AND PURPOSE OF THE PROJECT:

The purpose of this RFP is to enter into a rate contract for a period of **Two (02)** years for supply, installation and related support services of SSL Certificates from recognized/reputed/approved certificate provider for various applications of the Punjab National Bank, sponsored Regional Rural Banks, subsidiaries and other entities supported by Punjab National Bank, to secure browser to web server communication and to ensure server authentication in case of sensitive web servers

This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) / Original Software Developers (OSDs) having presence in India or their Authorized Representative in India, provided firms fulfil the minimum qualification criteria as mentioned in bid document. In case of authorized representative, a letter of authorization to this effect from OEM/OSD must be furnished. Joint / Consortium bid will not be accepted by Bank.

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

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

3. SCOPE OF WORK:

The Scope of Work includes the following components: -

- Provide SSL (Secure Socket Layer) Certificate with Signature Hash Algorithm SHA256 or above and key size 2048 Bits or more and TLS version 1.3 and above, required to secure browser to web server communication, with capability to ensure server authentication.
- The supplied SSL certificate should have a validity as mentioned below: -

Sr. No.	Item	Certificate Validity
1	EV SSL Certificate	12 Months

2	Intranet SSL Certificate	24 Months
3	EV Test SSL	1 Months

- The SSL certificate should work universally with all browsers (viz Internet Explorer, Mozilla Firefox, Microsoft Edge, Opera, Google Chrome, safari etc.,) of mobile phones, Laptops, I pads and other devices, irrespective of the OS.
- The vendor will provide the SSL certificates from recognized/reputed/ approved certificate providers (OEM).
- A portal should be provided to the Bank having following functionalities: -
 - The information of all existing SSL Certificates (domain name, expiry date etc.) should be uploaded in the portal.
 - Raise the request for new SSL Certificate as and when required.
 - Download the certificate directly by the Bank for which the request was raised.
 - Viewing the status of all SSL Certificates including expiry date, domain name, organization unit, etc. and generate report
 - Generate alert on portal as well through email to admin/sub users 45 days before expiry of the certificate and thereafter every 15 days till the expiry of the certificate.
 - One Admin User should be able to create multiple sub users with different rights and privileges. Each sub user should be able to view the status of its own certificate only.
 - Download SSL certificates in all supportable formats as per requirement of he bank.
- Vendor will provide all the necessary support required to complete end to end certificate installation and deployment on domain/websites/servers.
- Vendor will provide support for any issue during installation of the certificate and during the validity of the certificate through email/online/telephonically.
- Vendor will provide a One-day training to demonstrate generation of SSL certificate starting from CSR generation till the deployment of SSL certificate for different type of servers like windows, Linux, Oracle etc.
- The vendor will provide regeneration of current procured certificate till the validity of SSL.
- The vendor will be required to provide support through qualified and competent support team for installation of SSL/Root/Intermediate Certificates on domain/websites/servers and maintenance of the Portal. Vendor will provide Free support through email/online/telephonic support across the Bank. If any issue persists or cannot be resolved online/telephonically, the vendor is required to depute an engineer at the site within 2 hours from the report of such issue, without any cost to the Bank.
- Any discount in price offered by the OEM of the SSL Certificate must be passed onto the Bank by the Vendor.
- No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- A detailed agreement will be done with the vendor specifying roles and responsibilities.

INSTRUCTION TO BIDDERS

1. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY

In case of company, a certified copy of latest Board Resolution in favor of Authorized Person(s) duly authorized by the Company Secretary/ Director along with validity of

authorization is to be submitted AND in case the authorized person delegates authority to another person of the company, Power of attorney in original (executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the Bid documents, Contracts, Agreements with the Bank on behalf of the company.

This is to be submitted by all the bidder(s) 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 be valid only if the person(s) signing the bid initial(s) them.

6. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (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 90 days from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the Bank as non-responsive. In certain circumstances, the consent of the bidder may be requested in writing for an extension to the period of bid validity. The bid security provided shall also be suitably extended by the bidder. A bidder accepting the request and granting extension shall not be permitted to modify his bid.

8. LATE BID

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

9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

10. BID EARNEST MONEY

Bidder has to submit the Bid Earnest Money (EMD) of **Rs 16050/- (Rupees Sixteen Thousand Fifty only)**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favoring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Performa.

The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should remain valid for a period of forty-five (45) days beyond the final bid validity period. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission. MSE bidder is exempted from payment of EMD if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of Earnest Money Deposit.

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

Details for online payment:

IFSC Code: PUNB0015300

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

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

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

11. BIDDING PROCESS (TWO STAGES)

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

- Technical bid
- Commercial bid

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

a) **TECHNICAL BID**

TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

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

b) **COMMERCIAL BID**

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

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

Bidders/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 received after the stipulated timelines will not be accepted.

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

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

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

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

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

13. SUBMISSION OF BID

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

The commercial bid should be submitted online only.

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

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

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

14. DEADLINE FOR SUBMISSION OF BID

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Bank 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 Bank

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 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. BANKS 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. ARITHMETICAL ERRORS

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

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

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The decision of the Bank in this regard will be final.

23. PRELIMINARY EXAMINATION

Bids that do not meet the basic requirements specified in the bid documents will be disqualified. Some important points on the basis of which a bid will be declared as unresponsive and be ignored during the initial scrutiny are:

- i. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii. The required EMD has not been submitted or exemption from EMD is claimed without acceptable proof of exemption;
- iii. The bidder has not submitted Integrity Pact executed on non-judicial stamp paper of appropriate value.
- iv. The bidder is not eligible to participate in the bid as per laid down eligibility criteria
- v. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer;
- vi. Against a schedule in the list of requirements in the tender enquiry, the bidder has not quoted for the entire requirement as specified in that schedule.

24. DISCREPANCIES BETWEEN ORIGINAL AND SCANNED COPIES OF BID

Discrepancies can also be observed in responsive bids between the original copy and uploaded scanned copies. In such a case, the text, and so on, of the uploaded scanned copy will prevail.

25. MINOR INFIRMITY/IRREGULARITY/NON-CONFORMITY

During the preliminary examination, some minor infirmity and/or irregularity and/or nonconformity may also be found in some tenders. Such minor issues could be a missing pages/ attachment or illegibility in a submitted document; non-submission of requisite number of copies of a document. Wherever necessary, observations on such 'minor' issues may be conveyed to the bidder, and so on, asking him to respond by a specified date also mentioning therein that, if the bidder does not conform Bank's view or respond by that specified date, his bid will be liable to be rejected. Depending on the outcome, such bidders are to be ignored or considered further.

26. 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 commercial bid. Failure to do so will make the bid liable to be rejected.

27. EVALUATION AND AWARD CRITERIA

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

First Stage: (Technical Evaluation)

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

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

2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the Terms & Conditions specified in RFP document along with all the annexures would be further evaluated.
6. Bank 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.
7. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
8. The purchaser may waive any minor infirmity 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.

Second Stage: (Commercial Evaluation)

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

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22- Preliminary Examination.
3. The bidders will be required to quote for all the items required by the Bank.
4. **Price Variation Factor**
 - i) "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.

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

28. 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 XI)**). 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.

The base price of RA shall be:

- a) total of line item wise L1 (Lowest) Price quoted by bidders
- b) if the base price arrived at point a) is more than the estimated price and is found unjustified, then the estimated price will be the base price.

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.

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.

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 XI) 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.

29. 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.

30. 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 purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of contract for default

31. PURCHASE PREFERENCE TO MAKE IN INDIA

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

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

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

32. PURCHASE PREFERENCE TO MSE

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be

given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

33. LAND BORDER CLAUSE

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)

34. CONSIDERATION OF ABNORMALLY LOW BIDS

An Abnormally Low Bid is one in which the Bid price appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Bank may in such cases seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, allocation of risks and responsibilities, and any other requirements of the bids document. If, after evaluating the price analyses, Bank determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Bank may reject the Bid/Proposal.

35. CONTACTING THE IEMs

The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in Bid details.

TERMS AND CONDITIONS

1. SIGNING OF CONTRACT

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

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

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

2. DURATION OF CONTRACT

Bank will enter into rate contract initially for a period of 2 years with option of further extension of contract for another 1 year at the same rate and same terms & condition, provided services of the vendor is satisfactory and at Bank's sole discretion.

Further, the bidder will pass on to the Bank the benefit of discounts/ downward revision of prices, if any announced by OEM/OSD (irrespective of whether the successful bidder is OEM/OSD or its authorized agent/reseller) during the contract period.

Bank reserves right to cancel the contract at any time in case the vendor/supplied product 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 5% of TCO (L1 price) derived after reverse auction value within one month of acceptance of letter of empanelment & initially valid for a period of 24 months with claim period of another 6 months.

- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
- d) In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case successful bidder fails to perform the contract / to comply with the terms and condition of RFP, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- e) No interest on PBG will be paid by Bank.

4. ACCEPTANCE OF ORDER (ORDER PLACEMENT)

Orders will be placed by the Bank. The successful bidder shall have to accept and acknowledge orders within 7 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 7 working days from the date of order.

5. NOT ACCEPTANCE/ NON EXECUTION OF PURCHASE ORDER

In case the bidder shortlisted through this RFP process (hereinafter called “successful bidder”) refuses to accept / execute the order, Bank may invoke the PBG/EMD and terminate the PO and Contract. Bank also reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

6. PAYMENT

Payment of eligible amount of the SSL Certificates (after deduction of penalty, if any) for each certificate will be made only after successful installation of the certificate and signoff from Bank within 30 days from receipt of invoice from the vendor.

Payments will be released only after submission of PBG and signing of SLA, IP and NDA by Successful Bidder.

No advance payment will be made in any condition, whatsoever.

7. TECHNICAL SUPPORT

The vendor will be required to provide support for installation of SSL Certificate and maintenance of the Portal. Vendor will provide 24*7 Free support through email/online/telephonic support across the Bank. If any issue persists or cannot be resolved online/telephonically, the vendor is required to depute an engineer at the site within 2 hours from the report of such issue, without any cost to the Bank.

8. PENALTY CLAUSE

The Certificate should be delivered within 5 days from the date of submission of documents/CSR etc., failing which a penalty of Rs.50 per day per certificate will be levied subjected to a maximum of 10% of the Certificate value.

9. TAXES AND DUTIES

The rates quoted in Performa for Commercial offer should be inclusive of all taxes excluding GST. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

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

Tax deduction at Source - Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall be within its right to effect such deductions from the payment due to Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve Vendor from his responsibility to pay any tax that may be levied on income and profits made by Vendor in respect of this contract.

10. 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.

Notwithstanding Bank's right to terminate the order, penalty at 1% (one percent) of the undelivered portion of the order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 5% of the order value. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by Bank to the Bidder. Such penalties will be based on the timelines stated by the Bidder during the presentation to the bank.

If the 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 Bidder after imposing Penalty on Bidder. Penalty will be calculated on per week basis and on the same Rate as applicable to Liquidated Damages.

In case of termination of contract, the Bank reserves the right to recover an amount equal to 10% 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 Liquidated Damages are not applicable for reasons attributable to the Bank and Force Majeure. However, it is the responsibility of the Bidder to prove that the delay is attributable to the Bank and Force Majeure. The 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. SLA/RFP violation will attract penalties.

11. CANCELLATION OF CONTRACT

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

- a. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
- b. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
- c. Non signing of contract within the time specified by Bank.
- d. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.

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 and after the 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 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.

Any financial loss to the Bank, because of security breach, Negligence or any reason attributable to the Vendor will be recovered from the Vendor.

13. SIGNING OF PRE CONTRACT INTEGRITY PACT

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

14. CARTELIZATION AMONG BIDDERS

In terms of Banks extant guidelines following shall prevail:

	Bids allowed by		Bids not Allowed by
a	Principal / OEM / Solution Provider on a standalone basis.	a	If any product of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM 's product.
b	<u>Indian Authorised Representative (IAR)/ Agent / System Integrator (SI)</u> on behalf of the Principal / Original Equipment Manufacturer (OEM) / Solution Provider	b	IAR / Agent / SI and the Principal /OEM/ Solution Provider cannot bid simultaneously for the same product in the same tender.
c	Principal /OEM / Solution Provider along with a System Integrator in consortium. However, all the consortium members would have to sign the contract/agreement with the Bank.	c	If an IAR submits bid on behalf of the Principal/OEM, the same IAR <u>shall not submit a bid</u> on behalf of another Principal/OEM in the same tender for the same item/product.

15. 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 Bank. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of contract for default including liquidation of PBG.

16. INDEMNITY

- i Successful bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes and assessments including

penalties, punitive damages, expenses incurred and costs which are or may be required to be paid by reasons of any breach of the Successful bidder's obligations under this Agreement or otherwise for which the Successful bidder has assumed responsibilities including those imposed under any Agreement, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilized by the Successful bidder in connection with the performance/discharge of its obligations under this Agreement. The Successful 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 terms of this Agreement and to protect the Bank during the tenure of the Agreement.

- ii. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the Successful bidder shall be liable for settling with such third party and paying such license fee, royalty and/ or compensation etc. thereon as may become payable. 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/licenses/services supplied/rendered by the Successful bidder under this Agreement or uses thereof, the Successful bidder agrees and undertakes to defend and / or to assist the Bank in defending, if Bank in its discretion so decides, at the Successful bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
- iii. Successful 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 Licensed Material by the Bank infringes any Intellectual Property Rights of that third party. Subject to the other conditions of this section, Successful 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 Successful bidder in writing of the Claim immediately on becoming aware of it.
- iv. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
- v. If any Licensed Material becomes the subject of any Claim or if a court judgment is made that any Licensed Material does infringe, or if the use of licensing of any part of any Licensed Material is restricted, Successful bidder at its option and expense shall:
 - a. obtain for the Bank the right to continue to use the Licensed Material;
 - b. replace or modify the Licensed Material so that it becomes non-infringing;
 - c. if none of the above (a) or (b) is possible, return the entire consideration received from the Bank for the Licensed Material on a pro rata portion basis.
- vi. The terms of this clause shall survive the termination of this Agreement.

17. EXCHANGE RATE VARIATION

No variation in price in this regard will be allowed if the variation in the rate of exchange remains within the limit of plus/minus 2.5 % (Two-point Five percent)).

18. TERMINATION OF CONTRACT

1. Bank will have the right to terminate the contract after giving one month's advance notice including 15 days curing period to VENDOR in case of unsatisfactory services, non-capable resources or non-initiation of services within 7 days of order contract. Decision of the Bank regarding quality of services will be binding on the Vendor.

The Bank shall have the right to terminate/cancel the contract with the vendor at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following:

- a. 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 Purchase Order/under this Agreement;
 - e. Violation of terms & conditions stipulated in the Purchase Order to the extent not inconsistent with the terms and conditions laid out in present Agreement;
 - f. Change in Bank Policy;
 - g. Unsatisfactory services/poor quality of product/services;
 - h. The Bank may terminate the Agreement in case of breach of any of the representation and warranties as mentioned in this Agreement or in case of breach of any of the terms and condition as set forth in the Agreement.
2. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending a 30 days -notice period to the Vendor without bearing any consequences.
 3. Immediately upon the date of expiry or Termination of this Agreement, Bank shall have no further obligation to pay any amount for any periods commencing on or after such date.
 4. In the event of Termination on account of failure of the Vendor to perform the obligations under this Agreement, the Bank shall have the right to invoke the Performance Bank Guarantee(s)/Security(s) given by the Vendor.
 5. In case of termination due to reasons attributable to the vendor as decided by the Bank, Bank reserves the right to allot the remaining work to another Vendor of its choice on

such terms and conditions as it may deem fit. Any financial liability including costs, charges, expenses which the bank incurs on this account, shall be payable by the Vendor.

6. The Bank reserves the right to recover any dues payable to the selected vendor from any amount outstanding to the credit of the vendor, including pending bills and/or by invoking Bank Guarantee, if any, under this contract or any other contract/order.
7. Upon expiry / Termination of the Agreement, vendor shall be responsible to provide a smooth transition plan including all efforts for transfer/assignment of service contracts for uninterrupted continuation of services contemplated under this Agreement.
8. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
9. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.
10. If the vendor shall assign or attempt to assign his interest or any part thereof in the contract. Bank will not pay any additional amount after surrendering

Notwithstanding above, in case of change of statutory laws which affect the main objective of this Agreement, Bank reserve the right to terminate this Agreement or any subsequent amendment and / or any particular order, in whole or in part by giving Bidder/ vendor at least thirty (30) days' prior notice in writing.

The Bidder/ vendor understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder/ vendor for the tenure of this contract and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this Agreement and subsequent agreement for any reason whatsoever would be a process over a period of six (6) months, after the completion of the notice period of three (3) months. During this period, the Bidder/ vendor shall continue to provide the Deliverables and the services in accordance with this Agreement and subsequent amendment and shall maintain the agreed Service levels. Immediately upon the date of expiration or termination of this Agreement, if any, Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this Agreement or subsequent amendment, if any, Bank shall pay to Bidder/ vendor, within thirty (30) days of such termination or expiry, of the following:

- a. All the undisputed fees outstanding till the date of termination or upon the termination or expiry of subsequent Agreement
- b. The rights granted to Bidder/ vendor shall immediately terminate.

The Bank will provide the Bidder/ vendor a remedy period of ninety (90) days to rectify a material default. The Bank will provide in writing the nature of the default to the Bidder/

vendor through a letter or mail correspondence. The ninety (90)-day time period will commence from the day the Bank have sent such correspondence to the Bidder/ vendor.

The quality of Services given by the Bidder/ vendor & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by giving thirty (30) days' notice to the Bidder/ vendor, including fifteen (15) days curing period. The decision of the Bank regarding quality of services shall be final and binding on the Bidder/ vendor.

19. 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.

20. 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.

21. 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, Labor Laws, Anti-Bribery Laws and all other applicable laws.

22. GOVERNING LAWS AND DISPUTES

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the RFP Documents/PO/SLA 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 Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided and the award made in pursuance thereof shall be binding on the Parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal dispute pertaining to above will be subject to the exclusive jurisdiction of courts at Delhi.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of

persons who shall be presently unconnected with the organization for which the work is executed.

The Vendor shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If the vendor fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator.

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

23. 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.

24. 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.

25. 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.

26. CONTRACT BETWEEN BANK AND SHORTLISTED TSP (TECHNICAL SERVICE PROVIDER)

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

27. PRINCIPAL TO PRINCIPAL RELATIONSHIP

- i. Nothing in this Contract constitutes any fiduciary relationship between the Bank and Bidder's Team or any relationship of employer - employee, principal and agent, master-servant relationship or partnership or joint venture, between Punjab National Bank and Bidder. The relationship is on principal to principal basis.
- ii. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
- iii. Punjab National Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
- iv. All employees/personnel/ representatives/agents etc., engaged by the Bidder for performing its obligations under the Contract/PO shall be in sole employment of the Bidder and the Bidder shall be solely responsible for their salaries, wages, statutory payments etc. Under no circumstances, shall Punjab National Bank be liable for any payment or claim or compensation (including but not limited to any compensation on account of any injury /death / termination) of any nature to the employees/personnel/representatives/agent etc. of the bidder.
- v. The Bidder shall disclose to Punjab National Bank in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or its team/agents/representatives/personnel etc.) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
- vi. The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract unless Punjab National Bank first gives the Bidder its prior written consent.

Bidder would comply with the statutory obligations and Labour Regulations/ Rules in this regard so far as applicable The Bidder 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, Contract Labour. (Regulation and Abolition) Act, 1970 etc. or any other applicable future laws. No dues/contributions under any labour legislations, as applicable, remain payable with respect to his personnel/employees. The Bidder will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

28. CONFIDENTIAL INFORMATION

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 relief against any such person.

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

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

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

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

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

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

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

29. 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.

30. NON SOLIICITATION

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

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

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

31. INDEMNIFICATION PROCESS:

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

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

In the event of Bidder/ Vendor do not fulfil its obligations under this clause (that is, to comply with the indemnification process) within the period specified in the indemnification notice issued by Bank, Bank has the right to recover the amounts due to it under this provision from any amount payable to the Bidder/ Vendor under this project.

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

IP Infringement indemnity:

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

If a notice has to be sent to either of the Parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other Party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a Consultation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address).

Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided herein.

33. 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

34. 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.

35. DATA PROTECTION:

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

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

36. CONFLICT OF INTEREST:

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Bank's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. they have controlling partner (s) in common; or
- b. they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c. they have the same legal representative/agent for purposes of this bid; or
- d. they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid.
- f. Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

37. 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 RFP and shall entitle the bank to take appropriate actions as available to it in law and this document.

38. 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).

39. 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.

40. NON-EXCLUSIVITY

Notwithstanding anything contained in the present document, 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 contract.

41. AUDIT

All records with respect to any matters covered under this RFP/SLA 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. The said records are subject to examination. 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.

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

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

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

Vendor recognizes the right of Government of India, Reserve Bank of India (RBI) and/or any regulatory authority 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.

Outsourcing agreement shall also include clause to recognize the right of the Reserve Bank to cause an inspection to be made of a service provider of a bank and its books and account by one or more of its officers or employees or other persons.

The outsourcing agreement shall provide for the preservation of documents and data by the service provider in accordance with the legal/regulatory obligation of the bank in this regard.

42. 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.

43. PRE DISPATCH INSPECTION (PDI)

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

The Vendor shall inform his readiness for pre-dispatch inspection at least 30 days in advance. Inspection of the ordered equipment to be supplied to the Bank shall be carried out at Vendor's site/facility. There shall not be any additional charges payable by the Bank for such inspection. However, the Bank will have the discretion to recover the costs related to travel and stay of its staff/consultant from the Vendors if the ordered equipment offered for inspection are not as per the Bank's order or if the vendor fails to comply with the test and inspection procedure

44. AMENDMENT

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

45. INTELLECTUAL PROPERTY RIGHTS

- a) The Bidder may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that the Bidder (i) owns, or is licensed to Bidder; or (ii) develops independently of the Agreement, in performing the Services. Notwithstanding the delivery of any Reports, the Bidder will retain all intellectual property rights in the Materials (including any improvements, modifications, derivatives or knowledge developed while performing the Services), and in any working papers that the Bidder compile and retain in connection with the Services (but not Bank

Information reflected in them). Upon payment for Services in terms of Clause 18 of this Agreement, Bank may use any Materials included in the Reports, as well as the reports themselves as permitted by this Agreement. Bank grants to Bidder a worldwide, non-exclusive, royalty-free, sub licensable and non-transferable license to use Bank's background IPR to the extent necessary to enable Bidder to perform the Agreement.

b) **Bank Data.** Bank owns the original data or information, in any form, that is provided to Bidder by or on behalf of Bank (including Bank's personal data) ("Bank Data"). Except for the rights expressly granted in the Agreement, all rights, title and interest in and to any and all proprietary rights in Bank Data will remain with and be the exclusive property of Bank. Bank provides Bidder an appropriate license to use/process the Bank Data only for the purpose of the Agreement and solely as required to provide the Services and Deliverables. Bank will obtain all rights necessary and permissions relevant or necessary for such purposes, and to the extent required, notify any individuals or entity who own or have an interest in Bank Data, to ensure that Bidder can access and use Bank Data for the purposes of the Agreement. Bank acknowledges and agrees that Bidder may use and upload Bank Data to a secure cloud based solution and/or cloud-based file storage and sharing solutions when providing Services to Bank.

c) **Third Party Materials.**

Third-Party Material(s)" means any third party content, including networks, equipment, data, managed services, hosted platforms, hardware, software, free software or freeware, and open source software and other technology or services developed, owned, provided or licensed by a third party, other than Bank and/or Bidder.

d) Bidder agrees, to the extent permitted by the applicable third party, to assign or transfer the license related to Third-Party Material incorporated into Deliverables.

46. LIMITATION OF LIABILITY

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

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- a) Liability of Successful bidder for third party claims for IP Infringement;
- b) Liability of Successful bidder (including third party claims) in case of bodily injury (including Death);
- c) Liability of Successful bidder (including third party claims) in case of damage to real property and tangible property caused by the Successful bidders' gross negligence;
- d) Liability of the Successful bidder in case of gross negligence or wilful misconduct attributable to the Successful bidder while providing services under this Agreement;

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

This clause shall not apply to any law, judicial/ quasi-judicial determination or Government's directions to the contrary, and to the maximum extent permitted by law, the Vendor shall be liable

47. WAIVER

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this Agreement or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this Agreement, all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

48. DELAYS IN THE VENDOR'S PERFORMANCE

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

49. ADHERENCE TO THE CYBER SECURITY POLICY

- Bidders are liable for meeting the security standards or desired security aspects of all the ICT (Information and Communication Technology) resources as per Bank's IT/Information Security / Cyber Security Policy. The IT /Information Security/ Cyber Security Policy may be shared with successful bidder. Bidders should ensure Data Security and protection of facilities/application managed by them.
- The Bidder should be aware about Bank's IT/IS/Cyber security policy and have to maintain the secrecy & confidentiality of the bank's data including process performed at the Bank premises.
- Bidder has to agree and provide undertaking not to disclose any Bank information and will maintain confidentiality of Bank information as per policy of the Bank and will sign "Non-Disclosure Agreement" document provided by Bank.

- The legal and regulatory requirements, including data protection, intellectual property rights, copy right, all the relevant regulations for sub-contracting; including the controls that need to be implemented shall be included in the supplier agreement also.
- All information /resources (online/in-person) of the vendors and its partners shall be made accessible to Reserve Bank of India as and when sought.
- Credentials of vendor/third party personnel accessing and managing the bank's critical assets shall be maintained and shall be in accordance with Bank's policy.
- The Bank will evaluate, assess, approve, review, control and monitor the risks and materiality of vendor/outsourcing activities and bidder shall ensure to support baseline system security configuration standards. The Bank will also conduct effective due diligence, oversight and management of third party vendor's/service providers & partners.
- Vendor criticality assessment shall be conducted for all partners & vendors. Appropriate management and assurance on security risks in outsourcing and partner arrangements shall be ensured.

50. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF TENDERS

The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bids in writing without forfeiture of Bid Security/ EMD, provided these are received, up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity. Withdrawal of a bid during this period will result in forfeiture of the bidder's bid security (EMD) and other sanctions.

51. OEM/AUTHORISED DEALER/AGENTS OF SUPPLIER

When a firm sends quotation for an item manufactured by some different company, the firm is also required to attach, in its bid, the manufacturer's authorisation certificate and also manufacturer's confirmation of extending the required warranty for that product as per formats given in Bid document.

52. FORCE MAJEURE

Notwithstanding anything contained in this Agreement, the vendor shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Agreement is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the vendor and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, war or revolution and epidemics. If a force majeure event arises, the vendor shall notify within 7 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

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

53. INSURANCE

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

54. NON DISCLOSURE

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

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

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

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

e. Even if any employee of the vendor leaves the job or his services are terminated/expires, the vendor shall ensure that Banks confidential information is not shared with any third party nor Banks confidential information is used to derive unauthorized 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.

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

g. 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 the Bank against any loss suffered by Bank due to breach of confidential terms as mentioned hereinabove.

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

Req.: RFP for Procurement of SSL (Secure Socket Layer) Certificates for various Applications of the Bank.

We submit our Bid Documents herewith for procurement of SSL (Secure Socket Layer) Certificates for various Applications of the Bank.

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 Bank to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

ELIGIBILITY CRITERIA OF THE BIDDER

S.n.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
1.	Proof of EMD	Bidder to deposit EMD in Bank's EMD account or submit Bank Guarantee on Bank's portal and in original. Bidders claiming EMD exemption to submit relevant document.	
2.	Power of Attorney/ Authorization letter or Board Resolution copy	In case of company, a certified copy of latest Board Resolution in favor of Authorized Person(s) duly authorized by the Company Secretary/ Director along with validity of authorization is to be submitted AND in case the authorized person delegates authority to another person of the company, Power of attorney in original (executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the Bid documents, Contracts, Agreements with the Bank on behalf of the company.	
3.	Integrity Pact executed on non-judicial stamp paper of appropriate value	Bidder to submit the Integrity Pact on GeM portal and in original.	
4.	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc.	
5.	The bidder should be either Original Equipment Manufacturer (OEM) / Original Software Developer (OSD) or their authorized representative in India. In case both OEM/OSD and its authorized representative bid for the captioned tender both will be rejected by the Bank.	In case of authorized representative, a letter of authorization from each OEM/OSD as per Annexure-XVI If bidder is itself the OEM/OSD, then Undertaking as per Annexure-XVII is required.	
6.	The Bidder should have an average annual turnover of INR 40,00,000	Provide CA Certificate as per Annexure- IX and Audited Financial	

S.n.	ELIGIBILITYCRITERIA	SUPPORTING DOCUMENTS TO BESUBMITTED	COMPLIANCE (YES/NO)
	<p>(Rupees forty lakhs only) for the last three financial years i.e. FY 2020-21, FY 2021-22 & FY 2022-23.</p> <p>For MSE/Startups bidder should have an average annual turnover of INR 30,00,000 (Rupees thirty lakhs only) for each of the last three financial years i.e. FY 2020-21, FY2021-22 & FY2022-23.</p>	<p>statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY 2020-21, FY2021-22 & FY2022-23. The CA certificate provided in this regard should be without any riders or qualification.</p>	
7.	<p>The bidder should have positive net worth during the last three financial years i.e. FY 2020-21, FY 2021-22 & FY 2022-23</p>	<p>Provide CA Certificate as per Annexure- IX</p>	
8.	<p>The OEM/OSD should have an average annual turnover of INR 40,00,000 (Rupees fifty lakhs only) for the past three financial years i.e. FY 2020-21, FY 2021-22 & FY 2022-23</p>	<p>Provide CA Certificate as per Annexure- IX and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY 2020-21, FY2021-22 & FY2022-23. The CA certificate provided in this regard should be without any riders or qualification.</p>	
9.	<p>OEM must be an ISO 9001: 2013 or higher or Indian equivalent certification certified company as on bid submission date.</p>	<p>Copy of valid certificate as on bid submission date is to be provided.</p>	
10.	<p>OEM must be a member of CA/Browser Forum.</p>	<p>Documentary evidence for the same should be submitted.</p>	
11.	<p>The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI/ PSU in India.</p>	<p>Undertaking to be provided as per Annexure-VIII</p>	
12.	<p>The Bidder to provide an undertaking on his letter head that all the technical features highlighted as part of Scope of work are covered in totality in the proposal submitted by the bidder</p>	<p>Letter of confirmation from Bidder as per Annexure-V</p>	
13.	<p>The Bidder to provide an undertaking on his letter head that all the terms and conditions are accepted by the bidder.</p>	<p>Undertaking to be submitted as per Annexure I</p>	

S.n.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
14.	<p>Bidder must have supplied minimum 50 OEM's EVSSL certificate in at least one scheduled commercial Bank, during last 3 years as on bid submission date.</p> <p>And OEM must have supplied minimum 100 EVSSL Certificates in at least two PSU/ Govt. Institutions in India during last 3 years as on date of bid submission date</p>	<p>Satisfactory Performance Certificate from the Clients as per Annexure-VI.</p> <p>OR</p> <p>Purchase Order along with Email from the client 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 & Mobile no.</i></p> <p>OR</p> <p>Copy of Work Order along with Installation Certificate signed & stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p><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>	
15.	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure- 'VII'	
16.	The Bidder to provide information that none of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of the Bank.	Undertaking to be submitted.	
17.	Labour Law Compliance	Undertaking to be submitted as per Annexure XV	
18.	Bidder should have all necessary licenses, permissions, no objections, Approvals as required under the law for carrying out its business. It should have valid GST and other applicable taxes registration certificates/PAN etc.	Undertaking to be submitted.	

S.n.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	COMPLIANCE (YES/NO)
19.	Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt.	Undertaking to be submitted.	
20.	Malicious Code Certificate	Undertaking to be submitted as per Annexure XVIII	
21.	The bidder/OEM should have Support center in India.	Undertaking having complete details of support centres to be submitted	
22.	Bidder should submit Escalation Matrix for Delivery & Service Support.	Bidder/OEM/OSD must provide Escalation Matrix containing Telephone Numbers and Email id for Service Support.	

NOTE:

1. In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
2. 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.
3. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
4. Bidders to submit relevant documentary evidence for all parameters mentioned.
5. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means.
6. 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).
7. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

BIDDER'S INFORMATION

S. N.	Information	Particulars / Response			
1.	Company Name				
2.	Constitution				
3.	Date of Incorporation				
4.	Company Head Office Address				
5.	Registered office address				
6.	GST No.				
7.	Whether MSE(quote registration no. and date of registration, copy to be attached)				
8.	Bank Account Detail: Account Number, Account Name, IFSC, Bank Name				
9.	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
10.	Specimen Full signature				
11.	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
12.	Details of Service Support Center in Delhi/NCR and Mumbai	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
13.	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
14.	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
15.	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY	Turnover Rs. (in Lacs)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Lacs)
		2020-21			
		2021-22			
		2022-23			

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

COMPLIANCE STATEMENT

Reg.: RFP For Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.**DECLARATION**

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

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

PERFORMANCE CERTIFICATE

(To be provided on letter head of the issuing company)

**The 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 Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.

This is to certify that M/s _____ has provided _____ (Qty and type to be mentioned) SSL Certificates of _____ (OEM Name) to our organization since_____.

The services provided by the M/s _____ are satisfactory.

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

LITIGATION CERTIFICATE

Reg.: RFP For Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.

To be provided by Statutory Auditor/Chartered Accountant

This is to certify that M/s _____, a company incorporated under the companies act, 1956 & 2013 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UDIN No.:

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 Procurement of SSL (Secure Socket Layer) Certificates for various Applications of the Bank.

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 Procurement of SSL (Secure Socket Layer) Certificates for various Applications of The Bank.

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. This information is based on the Audited Financial Statements for 2020-21 , 2021-22 and 2022-23.

Financial Year	Turnover (in Rs.)	Net Worth (in Rs.)	Net Profit/Loss (in Rs.)
2020-21			
2021-22			
2022-23			

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

UDIN No.:

PERFORMA FOR INTEGRITY PACT

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

Reg: Request For Proposal (RFP) for Procurement and Management of Network Access Control (NAC) Solution for Bank.

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

Integrity Pact

(to be executed on stamp paper of appropriate value)

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

And

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

Preamble

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

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

Section 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 3. The Principal will exclude from the process all known prejudiced person.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the

Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4- Compensation for Damages

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

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

Section 5- Previous transgression

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

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

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

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

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

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

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

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

Section 8- Independent External Monitor

(1) The Principal appoints competent and credible Independent External Monitor (IEM) Dr Sarat Kumar Acharya (Ex-CMD, NLC India Ltd) (email ID: sarat777rediffmail.com) (Mob No .9442118060) and Sh. Deepak Anurag (IA & AS, Retd), (email ID: anuragd@cag.gov.in), (Mob no. 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 have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to contact details mentioned in Bid details.
- (10) 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) Should one or several provisions of this agreement turn out to be valid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

**(For & On behalf of the Principal)
(Office Seal)**

Place.....

**Witness 1:
(Name & Address)**

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

Date.....

**Witness 2:
(Name & Address)**

Performa for Commercial Offer

Reg.: RFP For Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.

Table-A

Sr.No.	Items	Certificate Validity	Unit Cost (a)	Multiplication Factor (b)	Total Cost (c=a*b)
1	EV SSL	12 Months		400	
2	Intranet SSL	24 Months		200	
3	EV SSL Test	01 Months		10	
Total					

NOTES:

1. The rates quoted in commercial bid should be exclusive of all taxes. However, Taxes, if any including 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.
4. After Reverse Auction, cost of each item will be offered by successful bidder by reducing equivalent multiples of decrement value (as per total reduction) of that item from respective Item's opening price (i.e. Base Price as per Grand Total T) of the bidder securing L1 after RA. Subsequently, unit price of each item will be offered by successful bidder after dividing Total Cost by respective Multiplication Factor in each line item.
5. The multiplication factor as mentioned in the Commercial Bid Format is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of Certificates ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for the type of certificate required, at any time during the rate contract period of 3 years, at the rate finalized. Bank is not bound to place any minimum order.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

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

Dear Sir,

In accordance with your bid reference no. _____

Dated _____ M/s _____ having its registered office at _____ herein after called 'bidder') wish to participate in the said bid for **Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank** An irrevocable Bank Guarantee (issued by a nationalized / scheduled commercial Bank) against Earnest Money Deposit amounting to Rs. _____ Rupees (in words _____) valid up to _____ is required to be submitted by the bidder, as a condition for participation in the said bid, which amount is liable to be forfeited on happening of any contingencies mentioned in the bid document.

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

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

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

"Not withstanding anything contained herein above Our liability under this Bank guarantee shall not exceed Rs _____ Rupees (in words _____).

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this

_____ Day of _____ 2024 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

**Certificate regarding Land Border Sharing by Bidder
RFP for Procurement of SSL (Secure Socket Layer) Certificates for various
Applications Of The Bank**

(to be provided on letter head of Bidder)

We M/s _____, having its registered office at _____ have directly participated in the captioned RFP hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Certificate regarding Land Border Sharing by OEM/OSD

RFP for Procurement of SSL (Secure Socket Layer) Certificates for various Applications of the Bank

(to be provided on letter head of OEM/OSD)

We M/s _____, having its registered office at _____ OEM of _____(item), having model No/version no.: _____, offered in this RFP, through our authorized Service provider, M/s _____, hereby undertake that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance, Government of India on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

NDA (Non-Disclosure Agreement)

(to be executed on stamp paper of appropriate value)

This Confidentiality –cum- Nondisclosure Agreement is entered into at _____ on this _____ day of _____ 202_, between _____ (Insert Name of the Service Provider) a company within the meaning of Companies Act, 1956, having its Registered Office at _____ (herein after called 'Service Provider'), which expression shall, unless repugnant to the context, includes its successors and assigns.

AND

Punjab National Bank, a Body Corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Corporate Office at Sector 10, Dwarka Delhi – 110 075 and inter-alia, its Information & Technology Division at 5, Sansad Marg, New Delhi – 110 001 (herein after referred to as 'PNB'), which expression shall, unless repugnant to the context, includes its successors and assigns.

The Service Provider and PNB would be having discussions and negotiations concerning the establishment of and during continuance of a business relationship between them as per Agreement dated _____ (hereinafter referred to as 'Agreement').

In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain of its trade secrets or confidential or proprietary information for the purpose of enabling the other party to evaluate the feasibility of such a business relationship. The parties have entered into this Agreement, in order to assure the confidentiality of such trade secrets and confidential and proprietary information in accordance with the terms of this Agreement. As used in this Agreement, the party disclosing Proprietary Information (as defined below) is referred to as the 'Disclosing Party' and will include its affiliates and subsidiaries, the party receiving such Proprietary Information is referred to as the 'Recipient', and will include its affiliates and subsidiaries.

Now this Agreement witness the:-

1) Proprietary Information

As used in this Agreement, the term 'Proprietary Information' shall mean all trade secrets or confidential or Proprietary Information designated as such in writing by the Disclosing Party, whether by letter or by the use of an appropriate prominently placed Proprietary stamp or legend, prior to or at the time such trade secret or confidential or Proprietary Information is disclosed by the Disclosing Party to the Recipient. Notwithstanding the forgoing, information which is orally or visually disclosed to the recipient by the Disclosing Party or is disclosed in writing unaccompanied by a covering letter, proprietary stamp or legend, shall constitute proprietary information if the disclosing party, within 10 (ten) days after such disclosure, delivers 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.

The Proprietary Information” shall include, but not be limited to, domain names, trade secrets, copyrights, ideas, techniques, know-how, inventions (whether patentable or not), and/or any other information of any type relating to designs, configurations, documentation, policies, board notes, Circulars, recorded data, schematics, layouts, source code, master works, master databases, algorithms, flow charts, formulae, works of authorship, mechanisms, research, manufacture, improvements, assembly, installation, intellectual property, and the information concerning the Parties’ actual or anticipated business, research or development, or which is received in confidence by the disclosing party to the Recipient.

2) Confidential Information

In this Agreement “Confidential Information” means all information belonging to a Party that is or has been disclosed to one Party (the “Receiving Party”) by the other Party (the “Disclosing Party”) in connection with the business transacted/ to be transacted between the Parties. Confidential information shall also include any copy, abstract, extract, sample, note or module thereof. The Receiving Party may use the Confidential Information solely for and in connection with the business transacted/ to be transacted between the Parties. The term ‘confidential information’ shall include all written or oral information (including information received from third parties that the ‘Disclosing Party’ is obligated to treat as confidential) that is (i) clearly identified in writing at the time of disclosure as confidential and in case of oral or visual disclosure, or (ii) that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be confidential.

Confidential information shall also include, without limitation, software programs, technical data, methodologies, knowhow, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, customer information and business information of the ‘Disclosing Party’. Confidential information shall also include, without limitation, information identified as being proprietary and/or confidential or pertaining to pricing, marketing plans or strategy, volumes, financial or technical or service matters or data, employee/ agent/ consultant/ officer/ director related personal or sensitive data software programs, technical data, passwords encryption tools, methodologies, know-how, processes, designs, new products, development work, marketing requirements, marketing plans, disaster recovery plans, customer names, prospective customer names, customer information, customer databases, business information and any information which might reasonably be presumed to be proprietary or confidential in nature of the “Disclosing Party”.

Notwithstanding the foregoing, “Confidential Information” shall not include any information which the Receiving Party can show: (a) is now or subsequently becomes or is in possession of the Receiving Party, legally and publicly available without breach of this Agreement by the Receiving Party, (b) was rightfully in the possession of the Receiving

Party without any obligation of confidentiality prior to receiving it from the Disclosing Party, (c) was rightfully obtained by the Receiving Party from a source other than the Disclosing Party without any obligation of confidentiality, (d) was developed by or for the Receiving Party independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or (e) is disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Receiving Party shall, unless prohibited by law or regulation, promptly notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek appropriate protective order relating to such disclosure.

3) Confidentiality

- a) Each party shall keep secret and treat in strictest confidence all confidential information it has received about the other party or its customers and will not use the confidential information otherwise than for the purpose of performing its obligations under this Agreement in accordance with its terms and so far as may be required for the proper exercise of the Parties' respective rights under this Agreement.
- b) Each party may disclose the confidential information to its employees, officers, consultants or agents only to the extent that such disclosures are required to exercise its rights and perform its obligations under the agreement or attachments. Each party shall take such steps as may be reasonably requested by the other or otherwise required to ensure that the aforementioned persons acknowledge and comply with the use and confidentiality restrictions contemplated under this Agreement.

4) Non-Disclosure of Proprietary and Confidential Information

For the period during the Agreement or its renewal, the Recipient will:

- (a) Use such Proprietary Information only for the purpose for which it was disclosed and without prior written authorization of the Disclosing Party shall not use or exploit such Proprietary Information for its own benefit or the benefit of others.
- (b) Protect the Proprietary Information against disclosure to third parties in the same manner and with the reasonable degree of care, with which it protects its confidential information of similar importance: and
- (c) Limit disclosure of Proprietary Information received under this Agreement to persons within its organization and to those 3rd party contractors performing tasks that would otherwise customarily or routinely be performed by its employees, who have a need to know such Proprietary Information in the course of performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

5) Limit on Obligations

The obligations of the Recipient specified in clause 3 above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary **and Confidential** Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6) Return of Documents

The Recipient shall, upon the request of the Disclosing Party, in writing, return to the Disclosing Party all drawings, documents and other tangible manifestations of Proprietary **and Confidential** Information received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Each party agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to the other party or with the consent of the other party, destroy the Proprietary **and Confidential** Information of the other party.

7) Communications

Written communications requesting or transferring Proprietary Information under this Agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing) Punjab National Bank, Attn:_____ Attn:_____

- 1.....
- 2.....

M/s _____ Attn:_____

- 1.....
- 2. _____

8) Term

The Agreement is valid from _____ to _____. Either party may terminate the Agreement by giving prior written notice of 30 days to other party. The obligation pursuant to Clause 2 and 3 (Confidentiality and Non-Disclosure of Proprietary Information) will survive event after termination of the agreement dated _____. The obligations of each party hereunder will continue and be binding irrespective of whether the discussion between the parties materialize into a specific understanding/ business relationship or not, however, this agreement on Confidentiality and Non-Disclosure of Confidential Information) is perpetual basis even after termination/ expiry of the Agreement

Nothing herein contained shall be construed as a grant by implication, estoppel, or otherwise or a license by either party to the other to make, have made, use or sell any product using Proprietary Information or as a license under any patent, patent application, utility model, copyright or any other industrial or intellectual property right covering same.

9) Damages

- (a) Both parties acknowledge that the proprietary & Confidential Information coming to the knowledge of the other may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of the parties, which afford them certain competitive and strategic advantage. Accordingly, neither party shall use the Confidential Information in a manner that will jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of the Disclosing Party.
- (b) The provisions of this Agreement are necessary for the protection of the business goodwill of the parties and are considered by the parties to be reasonable for such purposes. Both the parties agree that any breach of this Agreement will cause substantial and irreparable damages to the other party and, therefore, in the event of such breach, in addition to other remedies, which may be available, the party violating the terms of Agreement shall be liable for the entire direct loss and damages on account of such disclosure.
- (c) Bidder agrees to indemnify the Bank against all loss suffered due to breach of terms of this agreement and undertakes to make good the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.
- (d) The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

(e) No failure or delay by either party in exercising or enforcing any right remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

10) Arbitration & Governing Law

All disputes or differences whatsoever arising between the Parties out of or in relation to the construction, meaning and operation or effect of the PO/SLA 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 Arbitration and Conciliation Act, 1996. The matter may be referred to a Sole Arbitrator to be appointed as hereinafter provided 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.

For the purpose of appointing the sole Arbitrator referred to above, the Bank will send within thirty (30) days of receipt of the notice, to the contractor a panel of three names of persons who shall be presently unconnected with the organization for which the work is executed.

VENDOR shall on receipt of the names as aforesaid, select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the Bank within (30) thirty days of receipt of the names. The bank shall thereupon without any delay appoint the said person as sole arbitrator. If VENDOR fails to communicate such selection as provided above within the period specified, the Bank shall make selection and appoint the selected person as the sole arbitrator.

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

The venue of the arbitration shall be Delhi.

11) Permitted Disclosure

The provisions of paragraph 2 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the other

party of such requirement with a view to providing the opportunity for the Provider to contest such disclosure or otherwise to agree the timing and content of such disclosure.

12) Ownership of Information

Except to the extent as agreed herein, the Confidential Information and copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party or its clients and its disclosure shall not confer on the Receiving Party any rights (including any intellectual property rights) over the Confidential Information whatsoever beyond those contained in this Agreement.

13) No Representation

Neither the disclosure, transmission receipt or exchange of Confidential Information nor anything else in this Agreement will constitute an offer by or on behalf of the Disclosing Party or be construed as soliciting any business or organization changes or any assurance of any business commitment or an inducement to incur / undertake any obligations not specified herein and neither party will be under any obligation to accept any offer or proposal which may be made by the other or on behalf of such other party.

14)No Assignment

This Agreement shall not be assigned by either party, or otherwise, without the prior written consent of the other party. This Agreement shall inure to the benefit of and will be binding upon the parties" respective successors and permitted assigns.

15)Severability

In the event that any of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect by a Court of competent jurisdiction, the validity, legality, or enforceability of the remaining provisions contained in this agreement will not be in any way affected or impaired by such a finding.

16)Delay or Waiver

No delay or failure of either Party in exercising any right hereunder and no partial or single exercise thereof shall be deemed of itself to constitute a waiver or an expectation of non-enforcement of such right or any other rights hereunder. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

17)Governing Law

The provisions of this Agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of courts in Delhi.

18)Indemnity

Each party shall indemnify the other party from any and all claims including third party claims, causes of action, suits, damages or demands, whatsoever, arising out of breach of this Agreement by the indemnifying party as and when such claims, actions, damages or demands becomes payable under law including any governmental, regulatory, judicial or quasi-judicial determination.

19)Modification

Modification to any of the provisions of this Agreement shall be void unless it is writing and duly executed by Parties.

20)Remedies and Relief

The parties hereto acknowledge that remedies at law may be inadequate to protect the Disclosing Party or its clients against any actual breach of this Agreement by the Receiving Party, and, without prejudice to any other right and remedies otherwise available to the Disclosing Party or its clients, the Receiving Party agrees that Disclosing Party has a right to seek injunctive relief in its favor upon proof of actual damage and upon establishment of the fact that such actual damage has taken place due to reasons directly attributable upon the Receiving Party. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or equity. Disclosing Party shall be entitled to recover its cost, expenses and fees, including Advocate's fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its cost and expenses including Advocate's fees.

21)Notices

Notices as required by this Agreement shall be sent to the Parties at the addresses mentioned first herein above or such other addresses as the Parties may designate from time to time, and shall be sent by certified or registered mail with acknowledgement due on receipt.

22)Miscellaneous

- a. This Agreement shall not be modified, changed or discharged, in whole or in part, except by a further Agreement in writing signed by both the parties.
- b. This Agreement will be binding upon and ensure to the benefit of the parties hereto and it also includes their respective successors and assigns.
- c. Each party will bear its own costs in connection with the activities undertaken in connection with this Agreement.
- d. Nothing in this Agreement is intended to confer any rights/ remedies under or by reason of this Agreement on any third party.

- e. The Agreement shall be construed and interpreted in accordance with the laws prevailing in India.
- f. The Confidential terms of the SLA to be executed between the parties shall be read as part and parcel of this Agreement. This Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

In witness whereof, the parties hereto have agreed, accepted and acknowledged and signed these presents, on the day, month and year mentioned herein above.

For M/s _____

Authorized Signatory

Shri _____

Designation _____

For Punjab National Bank

Authorized Signatory

Shri _____

Designation _____

UNDERTAKING FOR LABOUR LAW COMPLIANCE

(to be provided on letter head of Bidder)

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

Sir

Reg.: RFP for Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank

We, M/s _____ undertake that we are solely liable and responsible for compliance of applicable Labour Laws and other rules regulations and ordinances applicable in respect of our employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard. We also agree and undertake that during the entire period of RFP process and also during the entire period of the contract/SLA we will not employ or engage any personnel / individual below the Minimum Wages fixed by appropriate Government on this behalf from time to time, as per the provisions of Minimum Wages Act 1948 and other laws as applicable.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

MANUFACTURER'S (OEM/OSD) AUTHORIZATION FORM (MAF)

(To be provided on the Letter head of the OEM/OSD 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 Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.

We hereby submit the following: -

We, M/s _____ who are the established and reputable manufacturers of the following equipment/components/devices/solution/services (as per table A below) having factories at _____ do hereby authorize M/s _____ (who is the vendor submitting its bid pursuant to the Request for Proposal issued by Punjab National Bank) to offer their quotation, negotiate and conclude a contract with you against the above bid invitation with our products.

Table-A

SL No.	Components/ devices/ solution/ equipment/ services Name	Model No.	Components/ devices/ solution/ equipment/services conforms to all the technical specifications and requirements mentioned in this RFP

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the equipment/component/solution/device and services offered against this invitation by the above mentioned Bidder. In case of default/non-compliance of the IT asset supplied including hardware / software as per the RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

In case the bidder i.e. M/s _____ is not able to perform the 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.

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second hand components, parts, assembly are being supplied.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Undertaking for Being the OEM/OSD of the Offered Product

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

To,
The Asstt General Manager
I.T. Procurement Department
Punjab National Bank, IT Division,
Head Office, 5 Sansad Marg,
New Delhi

Sir,

Reg.: **RFP for Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.**

We hereby submit the following: -

We, M/s _____ are the OEM/OSD of the devices/components/solution/services (as per Table A) having factories at _____ do hereby offer our quotation against the above bid invitation with our products.

Table A

SL No.	Components/ devices/ solution/ equipment/services Name	Model No.	Components/ devices/ solution/ equipment/services conforms to all the technical specifications and requirements mentioned in this RFP

(Add as many rows as required)

We hereby extend our guarantee and warranty as per the terms and conditions of this RFP and its subsequent Corrigendum and/or Clarifications, if any, and the contract for the equipment/component/solution/device and services offered against this invitation. In case of default/non-compliance of the IT asset supplied including hardware / software as per RFP requirements during the contract period, we agree to replace the IT asset including hardware / software supplied with new one in accordance with RFP requirements. We also hereby undertake to perform the obligations as set out in the RFP in respect of such equipment and services.

With reference to all the components/parts/assemble/software used inside the company products being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/software shall be original new components / parts / assembly / software only and that no refurbished, duplicate, second hand components, parts, assembly are being supplied.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Malicious Code Certificate

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

To,
The Asstt General Manager
I.T. Procurement Department
Punjab National Bank, IT Division,
Head Office, 5 Sansad Marg,
New Delhi

Sir,

Reg.: **RFP for Procurement of SSL (Secure Socket Layer) Certificates for various Applications Of The Bank.**

(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.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

Checklist

Sl. No.	Particulars	Submitted (yes/no)	Page no
1	Proof of RFP cost		
2	Proof of EMD		
3	Terms and conditions (Annexure-I)		
4	Undertaking from the bidder (Annexure-II)		
5	Eligibility criteria of the bidder (Annexure-III)		
6	Bidder's information (Annexure-IV)		
7	Compliance statement (Annexure-V)		
8	Performance certificate (Annexure – VI)		
9	Litigation certificate (Annexure – VII)		
10	Undertaking for non- blacklisted(Annexure – VIII)		
11	Turnover certificate by ca(Annexure-IX)		
12	Performa for integrity pact (Annexure – X)		
13	Performa for commercial offer (Annexure-XI)		
14	Performa for the bank guarantee for earnest money deposit (Annexure-XII)		
15	Certificate regarding land border sharing by bidder [Annexure- XIII(A)]		
16	Certificate regarding land border sharing by OEM/OSD [Annexure- XIII(B)]		
17	NDA (non-disclosure agreement) Annexure- XIV		
18	Undertaking for labor law compliance (Annexure- XV)		
19	Manufacturers (OEM/OSD) authorization form (MAF) (Annexure – XVI)		
20	Undertaking for being the OEM/OSD of the offered product Annexure – XVII		
21	Malicious code certificate (Annexure – XVIII)		
22	Certificate of Incorporation		
23	Audited Balance sheet and Profit & Loss Statements		
24	Power of Attorney and copy of Board Resolution		
25	Signed Copy of RFP		
26	Signed Copy of Corrigendum, if any		