



**RFP for Procurement and Implementation of Application
Security Testing Solution (SAST and DAST)**
(BUYER ADDED ATC)

Date: 21/05/2024

PUNJAB NATIONAL BANK

Information Technology Division

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New Delhi - 110 001

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Invitation for Request for Proposal (RFP)

PNB invites proposals from reputed bidder for **RFP for Procurement and Implementation of Application Security Testing Solution (SAST and DAST)**. This RFP may be downloaded by the bidders free of cost from the GEM Portal (www.gem.gov.in). All the documents and process related information are also published on the PNB Website

Common Terms of Reference / Definition

ABBREVIATIONS

The long form of some abbreviations commonly used in the document is given below:

S No.	Abbreviations	Description / Full form
1.	AMC	Annual Maintenance Contract
2.	BFSI	Banking, Financial Services and Insurance
3.	BG	Bank Guarantee
4.	EMD	Earnest Money Deposit
5.	OEM	Please read OEM as OEM/OSD wherever mentioned in RFP. (Original equipment Manufacturer (OEM) or original software developer (OSD)).
6.	GST	Goods and Service Tax
7.	HO	Head Office
8.	LD	Liquidated Damage
9.	MSE	Micro and Small Enterprises
10.	DC	Data Centre (for Production and Non Production setup)
11.	DR Site (DRS)	Disaster Recovery Site (DR Setup)
12.	LAN	Local Area Network
13.	PBG	Performance Bank Guarantee
14.	PO	Purchase Order
15.	PSU	Public Sector Undertaking
16.	RFP	Request For Proposal
17.	SLA	Service Level Agreement
18.	SCB	Scheduled commercial Bank
19.	RRB	Regional Rural Bank
20.	BSFI	Banking, Financial Services and Insurance
21.	XBRL	eXtensible Business Reporting Language
22.	IPS	Intrusion Prevention Systems
23.	IDS	Intrusion Detection Systems
24.	ETL/ ELT	Extract Transform and Load/ Extract Load & Transform
25.	DB	Data Base
26.	APP	Application
27.	SIEM	Security Information and Event Management
28.	DAM	Database Access Monitoring
29.	MOC	Memorandum of Changes
30.	EDW	Enterprise wide Data Warehouse
31.	ATS	Annual Technical Support
32.	SCA	Software Composition Analysis

33.	AST	Application Security Testing
34.	SAST	Static Application Security Testing
35.	DAST	Dynamic Application Security Testing
36.	RASP	Runtime Application Self Protection

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1 PART – A – GENERAL TERMS AND CONDITIONS

1.1 Introduction

Punjab National Bank is one of the leading Nationalized Banks, headquartered in New Delhi. The Bank started its operations on 12th April 1895. Throughout the journey of more than 125 years of existence, the Bank has expanded its network across the country and marked its presence outside India and at present the Bank has more than 10,000 branches and 13500 ATMs (onsite and offsite) all over the country and various offices at Dubai, Bhutan, UK etc. The Bank has 22 Zonal Offices and 139 Circle Offices controlling these Branches/ ATMs besides specialized service branches, DC, DRS, training establishment and other offices. The Bank also has various Subsidiaries, Associates and Joint Ventures including 9 RRBs (Regional Rural Banks).

For further details, you can visit to Bank's website www.pnbindia.in

1.2 Language of the Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and Bank shall be written in English language.

1.3 Contact to Bidders

Interested Bidders are requested to send their queries and representations, if any, related to the said tender, only on the below mentioned email IDs:

1. Buycon526.pnb.dl@gembuyer.in
2. tarun@pnb.co.in

The officials may be contacted on the following Contact Number: 01123724596, 011-23311452 from 10AM - 5PM on Bank's working days

Alternatively, any correspondence in writing maybe also be sent to the following address:

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

The communication sent should contain the containing following information of the Bidder, so that in case of any clarification the same may be share with them:

- (a). Name of Bidder
- (b). Contact person
- (c). Mailing address with Pin Code,
- (d). Contact Number.
- (e). e-mail etc.

Bidders shall contact/correspond/communicate only on the aforementioned contact details and any communication received on any other email-id/address and /or through any other mode/medium other than the one mentioned above, will not be attended.

1.4 Board Resolution Copy with Authorization Letter/ Power of Attorney

In case of company, a certified copy of the latest Board Resolution in favour of Authorized Person(s) with signature duly authorized by the Company Secretary/ Director along with validity of the authorization is to be submitted AND in case the authorized person delegates authority to another person of the company to sign the Bid documents, Power of Attorney preferably in original (from authorized person executed on stamp paper of appropriate value) with bid reference, showing that the signatory has been duly authorized to sign the bid documents, execute contract/agreements with the Bank on behalf of the company.

This is to be submitted for all the Bidder(s) and OEM(s) involved.

In case the OEM is unable to submit the above document, Letter of Authorization as per **Annexure-24** issued by the Competent Authority of the Company is to be submitted.

1.5 Performance Bank Guarantee

The successful bidder shall submit a performance Bank guarantee of **5%** of the total contract value. The PBG should have validity of at least 60 months with a claim period of additional 6 months. In case due to any reason, the validity of the PBG expires before the completion of the contract period, the same shall have to be extended by the Bidder with the same terms and conditions. In case Bank extends the contract, the PBG shall have to be extended till the period of extension with same terms and conditions.

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

1. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank
2. The Performance Bank Guarantee will be furnished for due performance of the complete Solution/services.
3. The Performance Bank Guarantee shall act as a security deposit and either in case the Successful bidder is unable to start the project within the stipulated time or start of the project is delayed inordinately beyond the acceptable levels, the Bank reserves the right to forfeit the same.
4. Further, the Bank reserves the right to invoke the Performance Bank Guarantee in case the Successful bidder is not able fulfil any or all material conditions specified in the Agreement or is unable to complete the project within the stipulated time.
5. In case successful bidder submits any false information or declaration letter during the tender process or period of contract, Bank shall invoke the EMD AND/OR 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.
6. In case the contract is getting extended, the Vendor shall submit the Performance Bank Guarantee of same amount of that period of time with a validity of the extension period with 3 months claim period. The Successful bidder shall be responsible for extending the validity date and claim period of Performance Bank Guarantee as and when it is due on the account of non-completion of the project.
7. No interest on PBG will be paid by Bank.

1.6 Bid Earnest Money

Bidder has to submit the Bid Earnest Money of Rs.36,00,000/- (Rupees Thirty Six Lakhs only) (EMD) (Registered MSE and Start-up-India bidder is exempted from payment of Earnest Money Deposit as per Govt. of India and GeM Guidelines, if bidder can furnish requisite proof subject to the satisfaction (Bidder Stamp & Signature)

of Bank), which should be submitted in the form of online deposit or Bank Guarantee (BG) favouring PUNJAB NATIONAL BANK, IT DIVISION New Delhi and filling all the details as per specified Annexure-10. The BG should have a validity of **at least 6 months from the date of submission of the bid with claim period of another 3 months**. The BG/ details of EMD should be submitted at the time of bid submission.

In case of unsuccessful bidder, EMD will be returned within 30 days of disqualification (Technically/Commercially) or within 30 days of completion of tender process, as the case will be and no interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

Details for online payment:

IFSC: 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 to be submitted along with the bid documents).

1.7 Modification and /OR withdrawal of Bids

The bidder, after submitting the bid, is permitted to withdraw, substitute or modify the bid without forfeiture of Bid Security/ EMD as per terms and conditions of GeM, 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 imposition of other sanctions.

1.8 Contacting the Bank or Putting Outside Influence

Bidders are forbidden to contact Bank and its officials or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, bid comparison or contract award decision may result in the rejection of the bid. Bank's decision will be final and without prejudice and will be binding on all parties.

1.9 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 and/ or Financial Document/Excel Upload on GeM. Failure to do so will make the bid liable to be rejected.

1.10 Terms and Conditions of the Bidding firms

The bidder must 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.

1.11 Local Conditions

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

1.12 Terms and Conditions

1.12.1 Bank's Right to accept or Reject any Bid or all Bids.

The Bank 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 Bank's action.

1.12.2 Service Level Agreement

The Bidder shall have to enter into an agreement with Bank as per the terms and conditions of this RFP and its subsequent Corrigendum/ Corrigenda.

The non-delivery of services or non-response or any breach of information will lead to penalty. The penalty is applicable in respect of non-delivery of services/ support as per the requirement of this RFP.

Within **30 days** of receipt of the Order/Letter of Intent, the selected Bidder shall sign and date, the Service Level Agreement (SLA), on stamp paper of appropriate value, in format of the Bank and return it to Bank. The Bidder, however, may submit the SLA Form they like to execute. It is prerogative of the Bank to accept the same or to modify. It is reiterated that the Contract/SLA to be entered into by the Selected Bidder shall be as approved by the Bank only. Bank expects that the Bidder shall be bound by the Service Levels described in this document. The SLA will be monitored and reviewed on a monthly basis.

1.12.3 Opening of Bids

The Date, time and location of bid opening shall be as published on GeM. Bidders need to check the details on GeM Portal for any change in Date/time of bid opening. In the event of the specified date of bid opening being declared a holiday for Bank, the bids shall be opened at the specified time and place on next working day.

1.12.4 Clarification of Bids

To assist in the examination, evaluation and comparison of bids the Bank 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.

1.12.5 Authentication of Erasures/ Overwriting etc.

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

1.12.6 Arithmetical errors

Arithmetical errors will be rectified as follows:

- a. If there is any discrepancy in total amount with (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.

- b. If there is any discrepancy between words and figures, the amount will be recalculated as per point 'a' mentioned above.
- c. AMC, ATS and any other amount, if asked for to be quoted specified range, and quoted under or beyond the specified range, would also be recalculated to the nearest value within the range.

1.12.7 Bid Currency

Prices shall be expressed in Indian Rupees only.

1.12.8 Validity of Contract in Case of Amalgamation/Merger/Acquisition of The Bank

The contract shall remain valid in case of amalgamation/ merger/ acquisition of the Bank with any other entity or vice-verse. In case of change of name of the new entity prior to the execution of SLA and all necessary agreements/ documents, the SLA shall have to be signed with the new entity with the same rates, terms and conditions as per the existing contract.

1.13 Additional Terms and Conditions

Following additional terms and conditions shall apply to the evaluation process:

1.13.1 Procurement through Local Suppliers (Make in India)

Preference to Make In India products (For bids > 200 Crore) (can also be used in Bids < 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

1.13.2 Purchase Preference to MSE

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. Purchase preference shall be applicable to all registered MSE as per Govt. of India guidelines.

1.13.3 Cancellation of Bid/ Bidding Process

Bank 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.

1.13.4 Land Border Clause

Any bidder (including their subcontractor, if any), OEM, OSD 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 in India. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Govt. of India, Department for Promotion of Industry and Internal Trade (DPIIT). Applicable certificates shall have to be submitted for compliance.

1.13.5 Recognition of Prior Learning

For the onsite resources: - It is mandatory requirement of formally certified skilled workforce or commitment by the bidder's/ service providers to the effect that they would ensure that all their workers would be skilled through Recognition of Prior Learning (RPL) within two months from the date of commencement of work under the project, at the cost of the service provider/vendor.

1.13.6 Indemnity

1. 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, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the Successful bidder's obligations under (a) this Agreement for which the Bidder has assumed responsibilities including those imposed under any Agreement, (b) local or national law or laws, or (c) in respect to all salaries, wages or other compensation to all persons employed/hired/deployed/services utilised 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.
2. Where any patent, trademark, 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 any license fee, royalty and/ or compensation thereon. In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine/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.
3. 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.
4. No settlement of claim shall be deemed to be an admission of any liability by the Bank for the infringement alleged.
5. 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, Vendor 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.
6. The terms of this clause shall survive the termination of this Agreement.

1.13.7 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 defense 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 does 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.

1.13.8 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.

1.13.9 Incidental Services

The successful bidder shall be required to provide all the following services, including additional service, if any relating to:

- I. Performance or supervision of on-site assembly and /or start-up of the goods/ services.
- II. furnishing of detailed operations, SOP and maintenance manual for each unit of the goods/ services:
- III. Training of the Bank's personnel on-site, start-up, maintenance, and / or repair of goods/ services; if applicable, without any additional cost to the Bank.

1.13.10 Patent Rights

The supplier shall indemnify the Bank 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.

1. 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.
2. 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.
3. 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.
4. 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.

1.13.11 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. 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.

1.13.12 Non-Solicitation

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

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

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

1.13.13 Termination of Contract

1. Bank will have the right to terminate the contract after giving 30 Days advance notice including 15 days curing period to VENDOR in case of unsatisfactory services, non-capable resources or non-initiation of services as per RFP timelines. Decision of the Bank regarding quality of services will be binding on the Vendor.
2. 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 including 15 days curing period, for any valid reason, including but not limited to the following:
 - a. Non-capable resources or non-initiation of services as per RFP timelines.
 - 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 Agreement.
 - f. In case of data breach, security breach, breach of trust, denial of service, service unavailability, change of Bidder's ownership, liquidation, merger, acquisition, undesirable changes due to change in regulatory requirement affecting the Bidder, regulatory action on Bidder, etc.
 - g. Change in Bank Policy.
 - h. Unsatisfactory services/poor quality of product/services.

- i. 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.
 - j. The Bidder/ vendor unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
 - k. A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the Bidder/ vendor and such appointment continues for a period of twenty-one (21) days;
3. Notwithstanding anything contained in this Agreement, Bank shall be at the liberty to terminate this Agreement at any time by sending 30 days - notice period to the Vendor without bearing any consequences.
4. 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.
5. 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.
6. 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.
7. 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.
8. Before 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.
9. In the event of commencement of liquidation or winding-up (whether voluntary or compulsory or subject of a court order for its winding up) of the vendor or appointment of a receiver or manager of any of the vendor's assets and/or insolvency of the vendor.
10. Distress, execution, or other legal process being levied on or upon any of the vendor's goods and / or assets.
11. 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 thirty (30) 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 thirty (30)-day time period will commence from the day the Bank have sent such correspondence to the Bidder/ vendor.

12. In case of termination of contract, the Bank shall immediately take possession and control of all documents, record of transactions, information and assets and also reserves its right to destroy the data, hardware and all records (digital and physical) relevant to the service being provided by the Bidder. The Bank reserves the right to purge Banks information from Bidder's access.
13. The bidder shall, in case of termination of contract, ensure all data, information, processes, logs, etc. complete in all respects are ported in a secure transition to the Bank.

1.13.14 Privacy & 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). 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.

1.13.15 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.

1.13.16 Data Protection

Bidder will process Bank's personal data on Bank's behalf as part of the Services, bidder shall comply with the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, and shall comply with all applicable privacy and data protection provisions and applicable laws enforced from time to time. 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.

1.13.17 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 including but not limited to, if:

1. They have controlling partner (s) in common; or
2. They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
3. They have the same legal representative/agent for purposes of this bid; or
4. They have relationship with each other, directly or through common third parties, which puts them in a position to have access to information about or influence on the bid of another Bidder; or
5. 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.
6. 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.

1.13.18 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.

1.13.19 Entire Assignment

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.

1.13.20 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.

1.13.21 Delay in Vendor 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.

1.13.22 Notices and Other Communications

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 five (05) 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.

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

places, systems, processes, records (except Cost and Accounting records) etc. of activity for inspection or verification.

Vendor shall keep complete and accurate records of all the operations in connection with the activities, per relevant best practices in the industry. All books, records (except Cost and accounting records) and information relevant to services shall be preserved in isolation and presented to the Bank or its designees for inspections as and when demanded.

Vendor recognizes the right of Government of India (GOI), 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.

1.13.24 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.

1.13.25 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).

1.13.26 Amendment

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

1.13.27 Intellectual Property Rights

1. The Vendor claims and represents that it has obtained all the appropriate rights to provide the Deliverables upon the terms and conditions contained in this contract. The Bank agrees and acknowledges that save as expressly provided in this agreement, all Intellectual Property Rights in relation to the Software, Services and Documentation and any adaptations, translations and derivative works thereof, whether protectable as a copyright, trade mark, patent, trade secret design or otherwise, provided by the Vendor during, in connection with or in relation to fulfilling its obligations under this contract belong to and shall remain a property of the Vendor or its licensor.

2. 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.
3. 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
4. The Bank under this Agreement shall be granted a license to use the Software. During the term of this project and, if applicable, during the Reverse Transition Period, Bank grants Vendor a right to use at no cost or charge the Software licensed to the Bank, solely for the purpose of providing the Services.
5. The Vendor shall be responsible for obtaining all necessary authorizations and consents from third party licensors of Software used by Vendor in performing its obligations under this Project.
6. If a third party's claim endangers or disrupts the Bank's use of the Software, the Vendor shall at no further expense, charge, fees or costs to the Bank, (i) obtain a license so that the Bank may continue use of the Software in accordance with the terms of this contract and the license agreement; or (ii) modify the Software without affecting the functionality of the Software in any manner so as to avoid the infringement; or (iii) replace the Software with a compatible, functionally equivalent and non-infringing product.
7. 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.

1.13.28 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.

3. 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.
4. 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.
5. The Vendor agrees to protect the confidential information of the Bank with the same standard of care and procedures used by it to protect its own confidential Information. Without limitation of the foregoing, the Vendor shall use reasonable efforts to advise the Bank immediately in the event Vendor learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Agreement and shall reasonably cooperate in seeking injunctive relieve against any such person.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

1.13.29 Non-Disclosure Agreement

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 including but not limited to the following: -

1. 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.

2. 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.
3. 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.
4. That the vendor will strictly maintain the secrecy of Bank's data.
5. 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.
6. 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.
7. 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.
8. 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.

1.13.30 Cancellation of Purchase Order

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

1. Non submission of acceptance of order by the bidder within seven (07) working days of placement of Purchase Order.
2. Non submission of performance Bank guarantee within stipulated time as specified in the RFP.
3. Non signing of contract within the time specified by Bank.
4. Non submission of any report/undertaking/document/compliance which was due within one month from the date of Purchase Order.
5. Change in Bank's requirement(s)/Policy

1.13.31 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 30 days the Bank in writing, the vendor shall continue to perform its obligation under the Agreement to the extent possible mitigate the consequences of the force majeure event and make all necessary alternative arrangements to perform their obligations and accordingly shall seek all alternative means of performance not prevented by the force majeure event.

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

1.13.32 Not Acceptance/ Non-Execution of Order

In case the bidder shortlisted through this RFP process (hereinafter called "successful bidder") refuses to accept / execute the order, Bank may invoke the PBG/EMD and terminate the Purchase Order 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.

1.13.33 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.

Liquidated damages for non-delivery/ non-implementation within the prescribed time by the Bank in the RFP, shall be applicable as per the penalty clause for 3.6.1 Penalty due to delay in Services.

If the Bidder fails to complete the due performance of the contract in accordance with 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.

1.13.34 Limitation of Liability

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

1. Liability of Vendor for third party claims for IP Infringement.
2. Liability of Vendor (including third party claims) in case of bodily injury (including Death).
3. Liability of Vendor (including third party claims) in case of damage to real property and tangible property caused by the Vendors' gross negligence.
4. Liability of the Vendor in case of gross negligence or wilful misconduct attributable to the Vendor while providing services under this Agreement.
5. Liability of the Vendor in case of fraudulent acts or wilful misrepresentation attributable to the Vendor regarding the services provided under this Agreement.
6. Breach of the confidentiality.
7. Employment liabilities for vendor's staff relating to the period of their employment within contractual period while working with Bank.
8. Any liability/penalty/cost/compensation/charges etc. that cannot be capped or is excluded as a matter of applicable laws and imposed by the statutory authority/ government bodies/ court/tribunals etc. in relation to this Agreement, owing to the fault of the Vendor.
9. Any other breach caused due to the non-performance of the obligations of the Vendor 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 to Bank for any consequential/ incidental, or indirect damages arising out of this agreement.

1.13.35 Data Purging

The vendor should ensure to have provision for the secure removal and/or destruction of data, hardware and all records (both digital and physical), if necessary. To ensure the seamless transition, the vendor should cooperate fully with the Bank/the new service provider and agree not to delete, purge, revoke, alter or update any data during this time unless specifically instructed to do so by the Bank.

1.13.36 Source Code/Escrow Arrangement

Source code of the software for RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST) to be submitted to the Bank. In case Source code cannot be submitted, bidder shall arrange for escrow mechanism for the source code of the proposed Software Solution for rendering the services including customizations done, in order to protect the Bank's interest in an unexpected eventuality. The software should be periodically tested and latest version including customizations done is to be kept under Escrow. Cost of the escrow arrangement to be borne by Bidder. Contract will be signed on mutually acceptable terms with Bank and escrow agent. The Bidder shall also indemnify the Bank against any levies / penalties on account of any default in this regard.

2 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.

2.1 Late Bid

Any bid received by the Bank after the deadline for submission of bid will not be accepted and liable to be rejected.

2.2 Pre-Bid Meeting & Pre-Bid Queries

Bidders/OEMs are required to submit the pre-bid queries, through GeM portal. Incase any bidder/OEM is unable to submit the queries through GeM, Bidders/OEMs may raise the queries through the email ID of the buyer as displayed on GeM at buycon526.pnb.dl@gembuyer.in and tarun@pnb.co.in mentioning the GeM Bid number and in the following format in excel file only atleast one day before the date of pre-bid meeting:

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

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Queries received on/after the pre-bid meeting date shall not be entertained by the Bank and may not be responded.

Bidders/OEMs interested to attend the pre-Bid meet should have their authorization letter/email from their competent authority (hardcopy/email) to attend the pre-bid meeting clearly stating the name, designation and contact number. All Bidders should carry their ID card issued by their company. Only two persons per bidder shall be allowed to attend the Pre-Bid meeting.

Pre-requisites for attending pre-bid meeting:

1. Authorization Letter (email or hardcopy)
2. Queries as per the format of the Bank through E-Mail
3. Copy of organization ID card of attending representatives.

In case the Bank issues any Corrigendum, Bidder may raise further queries/representations, if required, within **4 Bank working days** from the date of issue of such Corrigendum. Any query received after **4 Bank working days** from the date of publishing of Corrigendum, shall not be considered by the Bank for issuing response/clarification.

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

2.3 Submission of Bid

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission. All the correspondence should be addressed to Bank at the following address.

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

2.4 Preliminary Examination

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

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

1. The bid is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document.
2. The required EMD has not been submitted or exemption from EMD is claimed without acceptable proof of exemption.
3. The bidder has not submitted Integrity Pact executed on non-judicial stamp paper of appropriate value as applicable in the state from where the stamp paper is purchased.
4. The bidder is not eligible to participate in the bid as per laid down eligibility criteria.

(Bidder Stamp & Signature)

5. The bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer.
6. 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.
7. Conditional Bid submitted by the bidder shall be summarily rejected

2.5 Minor Infirmary/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 through GeM portal, 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.

2.6 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 bid's 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.

2.7 Contacting the IEMs (Independent External Monitors)

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.

2.8 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.

2.9 Taxes and Duties

The rates quoted in Performa for Commercial offer-Annexure 16 (Table-Summary of Cost) should be inclusive of all taxes including 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 affect 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.

2.10 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.

2.11 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-9).

2.12 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 payment receivable under and in accordance with that business.

2.13 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 the Bank.

2.14 Compliance with Laws

The Bidder shall 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, data protection and all other applicable laws.

2.15 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 Bank in Bid document or otherwise except for purposes of performing contract.

2.16 Contract Between Bank and Shortlisted Bidder/TSP (Technical Service Provider)

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

2.17 Principal to Principal Relationship

1. 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.
2. No Party has any authority to bind the other Party in any manner whatsoever, except as agreed under the terms of the Agreement.
3. Punjab National Bank have no obligation to the Bidder, except as agreed under the terms of the Agreement.
4. 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.
5. 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.
6. 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.
7. 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.

2.18 Waiver

Any 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.

2.19 Adherence to the Cyber Security Policy

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

2.20 Variation of Quantities

The Bank reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract and during the contract period. The Bank also
(Bidder Stamp & Signature)

reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.21 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.

2.22 Sub-Contracting

In general, subcontracting is not allowed under this RFP and Bank will only deal with the bidding entity i.e. the Bidder, who will be responsible for delivery of all services. The bidder will be fully responsible to the Bank for execution of the contract in its entirety and compliance of SLA, end-to-end delivery of services and will be a single point of contact throughout the contract period.

2.23 Insurance

The hardware, components, equipment, etc 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.

3 PART – B – BID SPECIFIC CLAUSES

3.1 Purpose Of The RFP

The Bank has a state-of-the-art IT infrastructure spread across data centre, near site and disaster recovery centre.

The bank has been using the disparate IT infrastructure setup since the beginning, which is primarily to cater to different application workloads. While Bank has been successfully running such applications and managing the these all to meet the primary objectives of the Banks. The Bank aims to setup standard application deployment platform / environment to leverage the latest technology stack and software development tools to deploy future ready and best in class applications for end-users as per industry standard. To securely manage these all application infrastructure Bank intends to deploy the Application Security Testing tools to have a secure environment for these applications in the Bank.

Due to the expanding modularity of corporate software, the big number of open-source components, and the high number of known vulnerabilities and threat vectors, AST must be automated and formed part of software development process. Most firms utilise a combination of multiple application security methods including SAST (Static Application Security Testing) and DAST (Dynamic Application Security Testing).

Application Security Testing (AST) is crucial to an organization's ability to protect its apps, secure consumer data, adhere to legal requirements, and create reliable software. AST tools can Assist developers with comprehending security issues and implementing security best practices throughout the development process. Assist testers in locating security flaws before software is released for use in production. Vulnerabilities in source code can be found and fixed in production by using sophisticated techniques like RASP.

The Bank intends to procure the Application Security Testing Tools i.e. SAST (Static Application Security Testing) and DAST (Dynamic Application Security Testing) tools along with commissioning, installation, implementation, maintenance, monitoring & management etc. Scope involves the supply of hardware, software and licenses along with provisioning and management of mentioned SAST and DAST tools.

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for as per requirements mentioned in the RFP. This invitation of Bids is open to all Original Equipment Manufacturers (OEMs) having presence in India or their Authorized Representative in India, provided bidders fulfil the minimum qualification criteria as mentioned in bid document.

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

3.2 Scope of Work

Details of scope of work are as under: -

- 3.2.1 The bidder shall be responsible for the supply, install, integrate, operate, maintain, and manage the application security testing technologies i.e., SAST and DAST as per the RFP, at Bank's designated premises/locations for the duration of the Contract period (i.e., five years from the go-live/ sign-off date).
- 3.2.2 Bidder has to establish the setup at Bank's Data Centre (Delhi-NCR) and DRS (Navi Mumbai).

- 3.2.3 All the licenses and infrastructure including hardware, software and required licenses provided as part of BoM should strictly adhere to requirements of the RFP. If during the Contract period, it is observed by the Bank that provided licenses/software and/or hardware are not adhering to the RFP requirements then all the additional hardware/software/licenses should be provided and configured by the bidder without any additional cost to the Bank.
- 3.2.4 All the services / solutions offered should be modular, scalable, and should meet Bank's requirements during the period of contract.
- 3.2.5 All the services / solutions in scope need to be designed and implemented with adequate redundancy and fault tolerance to ensure compliance with SLAs for uptime as outlined in this RFP.
- 3.2.6 Bidder shall ensure that the proposed hardware and software meets the scope and SLAs as mentioned in the RFP. In case of any failure or inability to meet the SLAs, Bidder shall be required to upgrade or replace the same without any additional cost to the Bank.
- 3.2.7 Bidder shall ensure that no software or hardware reaches end of sale as on the date of bid submission and end of support during the entire contract period, failing which, bidder will be required to upgrade or replace the same with the upgraded one without any additional cost to the Bank.
- 3.2.8 Bidder shall be responsible to provide RCA (Root Cause Analysis) for all the key issues for in-scope applications and hardware within stipulated time as per SLA for the issue being identified/ notified.
- 3.2.9 The Bidders shall deploy the 5 (five) personnel (4 L1 resources and 1 L2 resource) having requisite qualifications and experience to provide for all services as mentioned in this RFP. Resources deployed will have to work during Banking hours as per Bank's Discretion.
- 3.2.10 CPU Utilization (peak) should not exceed 70% at DC and DRC. Hardware technology proposed by the bidder should be based on the latest offerings by the respective OEMs.

Bidder shall be required to integrate the solution with DevSecOps and / or Low-code or similar solutions as may be deployed by Bank in future without any extra cost to the Bank.

Bidder shall be required to customise the solution and the reports as per the Bank's requirements.

Bidder shall be responsible to update the solution with latest version, patches, threat intelligence and programming language/ Platform updates.

3.2.11 Deployment details are as follows:

SNO	Solution	Requirement
1.	Static Application Security Testing including Software Composition Analysis	<ul style="list-style-type: none"> Enterprise License with unlimited number of Applications/unlimited numbers of scans or lines of code analysed/ unlimited number of users. 3 years Warranty, 2 years ATS and AMC In-scope Implementation and Integration
2.	Dynamic Application Security Testing	<ul style="list-style-type: none"> Enterprise license with unlimited number of applications & 10 concurrent users

		<ul style="list-style-type: none"> • 3 years Warranty, 2 years ATS and AMC • In-scope Implementation and Integration
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3.2.12 Static Application Security Testing (SAST) including Software Composition Analysis (SCA):

The Bank is looking to enforce application security testing from the early stage of development, with that as a goal the Bank has decided to implement SAST solution along with SCA solution. The SAST solution should be deployed in a way the developers will do initial code analysis, which helps to fix the common vulnerabilities and aids developers to make sure code adheres to industry standards. SAST solution should run scans an application's source, binary, or byte code. As a white box testing tool, it should identify the root cause of vulnerabilities and helps remediate the underlying security flaws. It should also help developers with real-time update on the vulnerability they are introducing as a quick feedback loop, so that they can correct on the go. The solution should have centralized scanning option for security teams to use it as security gate & approve based on the vulnerability for the code to be pushed to production. The SAST solution should be able to seamlessly integrate with the most if the touch points within software development life cycle which will enable the automation requirement. Further, SCA solution should be able to detect and manage the security posture of all open source components.

3.2.12.1 Supply of the Solution:

- The solution provider should supply, install, commission, integrate, train and support the Static Application Security Testing (SAST) solution including Software Composition Analysis (SCA) solution with all required software & hardware. The equipment which will be quoted should not be in the list of end of support or end of life declarations by OEMs.
- The bidder shall ensure that the proposed solution adheres to the best practices laid out by the regulatory Authorities.
- DC and DR should have identical setups i.e. proposed solution should be identical in all respect for both the locations.
- For all hardware and software components, the bidder must provide 3 years warranty at no extra cost and two years of AMC and ATS including onsite support.
- Hardware & Software Warranty shall start from go live/signing off date.

3.2.12.2 Solution Implementation:

- Deploy and Implement the SAST solution including SCA for DC, DR setup and UAT setups for the in-scope identified devices/applications/databases etc.
- Installation/ re-installation, configuration / re-configuration and maintenance during contract period at no extra cost.
- Creating and applying policies in consultation with the bank

- Implement correlation rules based on out-of-box functionality of the SAST solution and also based on the standard used-cases.
- The bidder will be required to provide upgraded/latest version of tools to the bank. All upgrades / updates / newer version will be provided by the bidder during the contract period i.e. warranty period and ATS period with no extra cost to bank. During implementation phase if any upgrades / updates / new version releases comes, it should be implemented at no extra cost to bank.

3.2.12.3 Ongoing Operations and Management :

- The bidder/ OEM will provide on call basis support to the bank, as & when required. In case the problem is not resolved, the vendor will arrange the onsite visit of their support personnel to resolve the issue, within 4 hours from receipt of complaint, at no extra cost to the bank.
- The bidder/ OEM will be required to provide updates on new vulnerability as and when released without any extra cost to the bank.
- All statutory/regulatory changes will be incorporated in the software by the selected vendor during warranty and subsequent support period free of cost.
- Bidder will also customize the reports based on OS/Vulnerability/Applications/ IP Address etc. as and when required by the bank, without any extra cost to the bank.
- The bidder will carry out scans for the supplied tools as per the schedule defined by the Bank without any extra cost.
- Perform on-going optimization, performance tuning, and maintenance, configure additional use cases, and suggest improvements as a continuous improvement process
- Ensure that SLA's are maintained as defined in the RFP.
- Install/Re-install/ reconfigure any component/ system of the security equipments supplied by the bidder, in case of crash of those components / system on problem or patch/upgrades etc. The bidder also needs to support, , security installations, if any, done by a separate vendor.
- Root cause analysis of any support issue has to be done and proper corrective action has to be taken with information to BANK officials. Based on that, the bidder shall have to recommend for improvement in policies, procedures, tools and other aspects.
- Bidder should ensure review all the devices, applications, tools, solutions and other feeder devices logs and dashboard and ensure the any incident closure within timeframe and comply the SLA.

3.2.13 Dynamic Application Security Testing (DAST)

The Bank is looking to deploy (DAST) for analyzing web applications, Mobile & API's through the front-end to find vulnerabilities through automated simulated attacks & evaluates the application from the "outside in" by attacking an application like a malicious user would. As a black-box security testing technique in which the application is being tested without exposing the source code or the application architecture. In this way, it can cast a spotlight on the runtime issues which cannot be easily identified during a static analysis like the authentication and server configuration issues, as well as issues or vulnerabilities which is detected only when a known user logs into the portal. DAST tools use to run on the operating code to detect issues within the interfaces, requests, responses, scripting, data injection, sessions, authentication, and much more. It does this by employing fault injection techniques on the app, such as inserting different malicious data to the software, to identify various common security vulnerabilities, such as SQL injection and cross-site scripting.

DAST can also cast a spotlight in runtime problems that can't be identified by static analysis for example, authentication and server configuration issues, as well as flaws visible only when a known user logs in.

3.2.13.1 Supply of the Solution:

- The solution provider should supply, install, commission, integrate, train and support the Dynamic Application Security Testing (DAST) solution with all required software & hardware. The equipment which will be quoted should not be in the list of end of support or end of life declarations by OEMs.
- The bidder shall ensure that the proposed solution adheres to the best practices laid out by the regulatory Authorities.
- DC and DR should have identical setups i.e. proposed solution should be identical in all respect for both the locations.
- For all hardware and software components, the bidder must provide three years warranty at no extra cost and two years of AMC and ATS including onsite support.
- Hardware Warranty shall start post acceptance of the hardware installation and commissioning.
- Software warranty shall start post deployment of licenses in production environment.

3.2.13.2 Solution Implementation:

- Deploy and Implement the DAST solution for DC, DR and UAT locations for the in-scope identified devices/applications/databases etc.
- Installation/ re-installation, configuration / re-configuration and maintenance during contract period at no extra cost.
- Creating and applying policies in consultation with the bank

- Implement correlation rules based on out-of-box functionality of the DAST solution and also based on the standard used-cases.
- The bidder will be required to provide upgraded/latest version of tools to the bank. All upgrades / updates / newer version will be provided by the bidder during the contract period i.e. warranty period and ATS period with no extra cost to bank. During implementation phase if any upgrades / updates / new version releases comes, it should be implemented at no extra cost to bank.

3.2.13.3 Ongoing Operations and Management :

- The bidder/ OEM will provide on call basis support to the bank, as & when required. In case the problem is not resolved, the vendor will arrange the onsite visit of their support personnel to resolve the issue, within 4 hours from receipt of complaint, at no extra cost to the bank.
- The bidder/ OEM will be required to provide updates on new vulnerability as and when released without any extra cost to the bank.
- All statutory/regulatory changes will be incorporated in the software by the selected vendor during warranty and subsequent support period free of cost.
- Bidder will also customize the reports based on OS/Vulnerability/Applications/ IP Address etc. as and when required by the bank, without any extra cost to the bank.
- The bidder will carry out scans for the supplied tools as per the schedule defined by the Bank without any extra cost.
- Perform on-going optimization, performance tuning, and maintenance, configure additional use cases, and suggest improvements as a continuous improvement process
- Ensure that SLA's are maintained as defined in the RFP.
- Install/Re-install/ reconfigure any component/ system of the security equipments supplied by the bidder, in case of crash of those components / system on problem or patch/upgrades etc. The bidder also needs to support , security installations, if any, done by a separate vendor.
- Root cause analysis of any support issue has to be done and proper corrective action has to be taken with information to Bank officials. Based on that, the bidder shall have to recommend for improvement in policies, procedures, tools and other aspects.
- Bidder should ensure review all the devices, applications, tools, solutions and other feeder devices logs and dashboard and ensure the any incident closure within timeframe and comply the SLA.

Note: Bidder is required to comply with the specifications as mentioned in Annexure-XX: Technical and Functional Specifications.

3.3 Onsite Technical Support(OTS) Resource

Roles and Responsibilities

1. Bidder shall provide onsite resources (4 L1 resources and 1 L2 resource) for Application Security Testing (SAST/DAST/SCA).
2. L1 resources should know customization of reports also.
3. Onsite resource will work as team with Bank's onsite team for activities pertaining to SAST/DAST.
4. Onsite resources shall provide services on all Banking Days from 10 AM to 6 PM
5. Onsite resources to maintain SAST/DAST solution along with hardware and also maintain uptime of the supplied solution and its hardware.
6. Onsite resource posted at Bank's site for activity should be CASE or equivalent certified or should have relevant experience (as mentioned below) on SAST/DAST tool.
7. Onsite resources should close all VAPT/EAPT and other audit related observations pertaining to SAST/DAST application.
8. OTS Resources should look into the scalability requirements of Banks future demand as well.
9. As per requirement bank may utilise skill set of resource for conducting the SAST/ DAST testing of the bank's softwares.
10. Onsite resources deployed for assessment should have relevant experience as specified below:

Sl. No.	Role	Relevant Experience (Years)
1	L1 Onsite Resource	2 Years
2	L2 Onsite Resource	3 Years

Bidder has to deploy additional manpower, without any additional cost to the Bank, so as to substitute the off-day, leave of the resources. Bank will be liable to pay only for the number of resources as mentioned in this RFP or as per the purchase order.

Bank may deploy the manpower resource at any location, desired by the Bank

3.4 Delivery & Implementation

Bidder shall be responsible for delivery and implementation of the offered solution and its associated components as per the Bank's requirement. The point of delivery/ destination will be as defined by the Bank in the Purchase Order (P.O). The last date on which the entire quantity of the devices of respective category i.e. individual line items as per Bank's P.O have been delivered at given location of the Bank, the said date will be treated as delivery date of that respective components. Payment shall however be made only on complete delivery of all the items as per the PO. In case of delayed delivery or incorrect delivery, then date of receipt of the correct and final component of the respective line item shall be treated as delivery date for penalty and other calculation. Bidder shall quote all the figures in numbers followed by total in words enclosed in brackets in all fields of indicative commercial bid. Bidder shall be responsible for delivery of the requisite hardware within 8 weeks from the date of the Purchase Order at the installation site specified by the Bank. Any incidental and other charges towards delivery, installation and implementation other than those mentioned in the commercial bid, shall have to be borne by the successful bidder. Initial Onsite Technical Support Resources should however be deployed within 12 weeks from the date of the Purchase Order from the Bank at the desired locations of the Bank.

Bidder shall be responsible for implementation (implementation team from respective OEM must be present onsite for the implementation) of the solution and their components as per the Bank's
(Bidder Stamp & Signature)

requirement. Bidder has to install and integrate the proposed solution within 12 weeks from the date of the P.O or 4 weeks from the date of delivery, whichever is earlier.

Deliverables	Timelines
Completion of all formalities and signing of Contract - Service Level Agreement with the Bank	Within 30 Working Days from date of Purchase Order (P.O.). For extension of said period, approval from Bank is required.
Deployment of Onsite Manpower after release of PO	Within 12 weeks from the date of Purchase Order (P.O.)
Delivery of all the Devices and applicable Licenses, wherever applicable after release of P.O.	Within 8 weeks from date of Purchase Order (P.O.)
Installation, Implementation & Integration of all the Devices & Go-live of entire solution	Within 12 weeks from the date of P.O or 4 weeks from the date of delivery, whichever is earlier

3.5 Payment Terms

3.5.1 Payment schedule will be as under:

Sl. No.	Payment Stages	% of Payment	Condition/Remarks
1.1	Hardware & Software of Application Security Testing Solution		
a	Delivery	20 %	20 % of Hardware & Software on delivery of all hardware and software items on production of relevant document
b	Installation, configuration, integration & Commissioning	30%	20% of Hardware & Software cost will be released after successful installation, configuration, Integration & commissioning of Software items supplied as per Scope of Work and Technical requirements. The invoice and installation report should contain the product serial number of the items supplied.
c	Successful UAT	30%	20% Hardware & Software cost on successful UAT of solution and Bank's UAT Sign-Off.
d	GO-LIVE	10%	10% Hardware & Software cost & 100% of implementation cost shall be released after 1 month of GO-LIVE of solution
e	Successful completion of warranty period	10%	Remaining 10% shall be released half yearly on pro rata basis during Warranty period.
F	Training Charges	100%	100% of training charges shall be released after conduction the training.
g	ATS/AMC	Quarterly	Quarterly on arrears on pro-rata basis.
h	Man power support charges	Quarterly	Quarterly on arrears on pro-rata basis.

- 3.5.2 Payment of Manpower Cost shall be paid on quarterly basis in arrears.
- 3.5.3 Payment of ATS/AMC shall be paid on quarterly basis in arrears.
- 3.5.4 Please note that Originals of invoices (plus One Copy) reflecting GST, GSTIN, Warranty Certificate should be submitted while claiming payment in respect of orders placed.
- 3.5.5 The vendor has to submit installation reports duly signed by the Bank officials of the respective Branch/offices, while claiming payment. The invoice and installation report should contain the product serial number of the items supplied.
- 3.5.6 Bank will not pay any amount in advance.
- 3.5.7 Payment shall be released within 30 days subject to submission of relevant documents as per RFP terms.
- 3.5.8 The bank shall finalize the installation and Acceptance format mutually agreed by the bidder. The bidder shall strictly follow the mutually agreed format and submit the same for each location wise while claiming installation and acceptance payment.
- 3.5.9 The payments will be released through NEFT / RTGS after deducting the application LD/Penalty, TDS if any, by centrally by Head Office at Bengaluru and the Selected Bidder has to provide necessary Bank Details like Account No., Bank's Name with Branch, IFSC Code etc.

3.6 Penalty Clause

3.6.1 Penalties for delay in Delivery, Installation, Configuration and Maintenance of Software would be as under:

Non-compliance of the Delivery, Installation, Configuration and Maintenance clause will result in the Bank imposing penalty of 1% of hardware, software & implementation cost on delay in delivery per week.

3.6.2 Penalty for not maintaining support timelines:

Successful Bidder will have to provide application support as per RFP requirement during warranty period as well as ATS period. All Level1 and Level2 calls should be resolved within following stipulated timelines –

- a. Level1 call- Application is down or not accessible due to application related issues. Such calls should be resolved within 2 hours of raising the call.
- b. Level2 call- Major features are severely impacted and temporary work around is available. E.g. Modules are not working, reports are not getting generated, functions are not working properly, application is working slow etc. Such calls should be resolved within 4 hours of raising.
- c. The penalty will be calculated as per the details given below.

Per call resolution time (A)	Penalty Details
For L1 Calls	
0 Hours ≤ A ≤ 2 Hours	No Penalty
2 Hours < A ≤ 8 Hours	Rs. 5000
8 Hours < A ≤ 24 Hours	Rs. 10000
24 Hours < A ≤ 48 hours	Rs. 20000
Further, Penalty of Rs. 1000 for every 1 hour beyond the stipulated time of total call resolution time.	
For L2 Calls	
0 Hours ≤ A ≤ 4 Hours	No Penalty

4 Hours < A ≤ 8 Hours	Rs. 500
8 Hours < A ≤ 12 hours	Rs. 1000
12 Hours < A ≤ 24 hours	Rs. 2000
24 Hours < A ≤ 48 hours	Rs. 5000
Further, Penalty of Rs. 500 for every 1 hour beyond the stipulated time of total call resolution time.	

Penalties, if any, shall be calculated for every quarter and recovered from any subsequent raised invoices. The Planned downtime will be excluded while calculating above mentioned penalty.

3.6.3 Penalty for Manpower

Penalty for delay in deployment of Onsite FM Engineer

If resources are not deployed within 12 weeks from date of PO –

- Bidder to not raise any invoices on non-availability of resources
- Penalty of Rs. 10,000/- per resource for every week's delay or part thereof of respective resource.

Penalty for absence of Onsite FM Engineer

In case any resource is absent, 150% of daily cost of Manpower shall be deducted as penalty.

3.6.4 Penalties for not maintaining uptime

Successful Bidder shall ensure that uptime of all the servers is minimum 99 % on a 24*7*365 basis. availability will be calculated on quarterly basis. The penalty will be calculated as per the details given below.

Uptime percentage - 100% less Downtime Percentage

Downtime percentage - Unavailable Time divided by Total Available Time, calculated on a quarterly basis.

Total Available Time – 24hrs per day for seven days a week excluding planned downtime

Unavailable Time - Time involved while the solution is inoperative or operates inconsistently or erratically.

Uptime Percentage(A) on quarterly basis	Penalty Details
A ≥ 99.0%	No Penalty
99.0% ≤ A < 98.5%	0.5% of quarterly Maintenance Charges
98.5% ≤ A < 98.0%	1% of quarterly Maintenance Charges
98.0% ≤ A < 97.5%	1.5% of quarterly Maintenance Charges
97.5% ≤ A < 97.0%	2% of quarterly Maintenance Charges
Below 97%	Penalty at an incremental rate of 1% (in addition to a base of 2%) of cost of quarterly maintenance charges for every 0.5% lower than the stipulated uptime

The successful bidder has to maintain the server uptime in warranty period as well as AMC period. If the uptime is below 95%, the Bank shall have full right to terminate the contract under

this RFP. The right of termination shall be in addition to the penalty as mentioned above. Uptime will be calculated on quarterly basis.

Further, If Vendor materially fails to meet an uptime of 99% for three (3) consecutive quarters, the Bank may have the right to terminate the contract.

Penalties, if any, shall be calculated for every quarter and recovered from subsequent raised invoices.

3.6.5 Successful Bidder will provide Credit Note against the Penalty amount during the AMC / ATS Period. If amount of penalty exceeds the amount payable by the Bank, the Performance Bank Guarantee may be invoked to recover the above amount of penalty.

3.6.6 Penalties for non-performance: If the specifications of the RFP are not met by the bidder during various tests, the bidder shall rectify the same at bidders cost to comply with the specifications immediately to ensure the committed uptime, failing which the Bank reserves its right to invoke the Bank Guarantee.

3.6.7 **Overall Penalty:** The total aggregate penalty amount deducted shall not exceed 10% of the Grand Total as per Annexure 16. Notwithstanding anything to the contrary contained in this Agreement or elsewhere, the Vendor's failure to perform its contractual responsibilities, to perform the services, or to meet agreed service levels will be excused if and to the extent the Vendor's performance is affected or delayed, or causes non-performance due to the Bank's omissions or actions whatsoever. Once the penalty threshold reaches 10% of Grand Total, Bank reserve the right to Terminate/ Cancel the contract.

3.7 Signing of Contract

- I. The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA) & Non-Disclosure Agreement (NDA) 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 Service Level Agreement/ Purchase Order to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (30 working days or till such period as extended by the Bank), the EMD will be forfeited after a grace period of 15 working days.
- II. Bank reserves the right to blacklist/debar the said successful bidder after a grace period of 15 working days.
- III. 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 in the RFP refers to Bank's working days.

3.8 Duration of Contract

- I. Bank will enter into a contract with the successful bidder initially which shall start from the date of signing the contract and will be valid for a period of 5 years.
- II. 'Service Level Agreement' to be signed between Bank and the Service Provider following the completion of selection process and will continue until end of the contract period or terminated whichever is earlier.

- III. After expiry of the contract period of five (05) years, contract may be extended two times for period of one year each as per discretion of Bank at the same rates and terms & conditions of initial contract, subject to satisfactory performance of successful bidder,
- IV. Bank reserves right to terminate the contract at any time in case successful bidder fails to meet any of the requirements as mentioned in the RFP.

3.9 Other Terms and Conditions

- I. The Service Provider shall comply with the directions issued from time to time by Bank and follow the industry and statutory standards related to the security and safety, in so far as it applies to the provision of the Services relating to the Project defined as per RFP.
- II. The Service Provider shall upon prior intimation by the Bank or its nominee(s) participate in regular meetings where safety and information technology security matters are being reviewed.
- III. Consortium Bidding will not be accepted by Bank.
- IV. Location of Onsite technical support person can be changed as per the Bank requirement. It maybe DC and DR and any other site of the Bank.

3.10 Eligibility Criteria

The eligibility criteria to participate in bidding process are mentioned as per **Annexure- 2**. Only those bidders, who satisfy all the eligibility criteria as mentioned in Annexure-2, may respond. Document in support of all eligibility criteria is required to be submitted along with the Bid. Offers received from the bidders who do not fulfil any of the eligibility criteria are liable to be rejected. Any decision of Bank in this regard shall be final, conclusive, and binding upon the bidder.

3.11 Bid Submission Process

3.11.1 Documents for Technical Bid

Interested and eligible bidders may submit their proposal in the prescribed format (enclosed here) with complete information. The proposal duly filled in, along with all supporting document(s) / information should be submitted to the Bank through the GEM Portal. The document checklist is provided under Document Checklist.

3.11.2 Documents for Commercial Bid

The bidder shall submit the commercial bid as per the format given in Annexure 16 – Commercial Bid. The Commercial Offer should give all relevant price information as per the commercial bid format and should not contradict the Technical Bid document in any manner.

3.11.3 Shortlisting of bidders Technical Evaluation

The Bank will evaluate the bidders based on:

- I. **Whether tender fees / EMD / Bid security declaration has been submitted**

First of all, the RFP Cost / Tender fees and EMD of all bidders will be verified. If any RFP Cost / EMD / Bid security declaration is not found in order, that bidder will be declared ineligible for further participating in the tender process.

- II. **Compliance to Eligibility criteria**

The technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical specifications / parameters.

III. **Compliance to terms and conditions of the RFP, corrigendum (if any)**

- a. 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 Bank will be final in this regard. The determination will take into account bidders financial, technical and support capabilities as per RFP, based on an examination of documentary evidence submitted by bidders. The Bank reserves the right to accept or reject any product/ item/ technology / module / functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification / Solution is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
- b. For responses received within the prescribed closing date and time the Bank will scrutinize the offers received as per the above-mentioned list and to determine whether they are complete and as per the requirements, and also whether all the required documents, as asked for and is required to evaluate the responses have been submitted, whether the documents have been properly signed, etc.
- c. The Bank may, at its discretion, waive any minor non-conformities or any minor irregularity in the proposal. This shall be binding on all bidders and the Bank reserves the right for such waivers.
- d. Upon receipt of applications (RFP) the same shall be scrutinized and evaluated by the Bank and the Bank will shortlist /select bidders as per requirement and the same shall be communicated to the bidders. The Bank also reserves the right to accept or reject any or all applications without assigning any reason whatsoever.
- e. During pre-qualification and evaluation of the proposals, Bank may, at its discretion, ask respondents for clarifications on their proposal. The respondents are required to respond within the time frame prescribed by PNB. Respondents are not permitted to modify, substitute or withdraw proposals after its submission. In case the OEM is participating in the bid directly, the bids of its authorised resellers will not be considered.
- f. The Bank reserves the right to check / validate the authenticity of the information provided in the eligibility and technical evaluation criteria and requisite support must be provided by the bidder. The Bank may ask for queries on each of the criteria wherein the bidder needs to response within stipulated timelines.
- g. Demonstration and Capability Presentation -If required, the Bank may ask the bidder to arrange for the demonstration and presentation of the offered products and how the project will be carried out by the bidder. The Bank may ask the bidder to provide the presentation (overall presentation or to cover up any specific area during the presentation).

3.11.4 Commercial Evaluation

- I. Technically qualified bidders as per technical evaluation process will participate in commercial bid opening process. The bidder should quote as per Price Format in Indian Rupees as the all-inclusive price for the desired work / services.

- II. In case Bidder opts to augment the existing solution, they need to quote for the cost of additional hardware, software, support renewal of existing hardware and software. Bidder needs to ensure that the contractual support period of both existing and additional hardware and software products are co-termed to have the same support end date. Bidder is also required to include the cost of upgrade of existing hardware and software in case the same is required to deliver the functionalities and features of the solution as required in this RFP.
- III. In case bidder opts to quote for new solution, they need to quote for the complete set of solution including hardware, software, warranty support, AMC /ATS support etc as per the requirements of the RFP.
- IV. While submitting the financial bid, following must be kept in mind:
 - a. The price quoted should include all costs associated with the assignment (support, maintenance, customization etc.). A separate Tax breakup should be provided by the bidder.
 - b. The financial proposal should not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
 - c. The financial bid should be submitted in the Price Format given in **Annexure 16 – Commercial Bid format**.

3.11.5 Reverse auction

Guidelines for Reverse Auction

The Bank will select the L1 bidder through reverse auction, the guidelines of GEM portal for reverse auction will be applicable. However, the final L1 bidder will be required to submit the price breakup of the final cost after reverse auction. An undertaking to this effect to be submitted as per **Annexure 17 – Compliance Statement cum Price confirmation letter – Reverse Auction**.

3.11.5.1 Reverse Auction Process

- I. After opening of the commercial bids, the Bank will carry out Reverse auction process. The qualification criteria for the reverse auction are as mentioned in GEM bid.
- II. The reverse auction process will be carried out as per the terms and conditions of the GEM portal.
- III. The notice for reverse auction will be placed on GEM portal and the bidders will get time to participate in the reverse auction process.
- IV. The bidder with the lowest commercial after reverse auction will be declared commercially L1 bidder.
- V. The L1 bidder has to compulsorily submit the quotes before and after reverse auction in the commercial bid format as per **Annexure 16 – Commercial Bid format**. Bidders have to submit price breakup after reverse auction on pro-rata basis to quotes submitted before reverse auction.
- VI. Price breakup after reverse auction need to submit within 48 hours post completion of reverse auction.
- VII. All the bidders are required to give the undertaking along with the technical bid for participating in the reverse auction **Annexure 17 – Compliance Statement cum Price confirmation letter – Reverse Auction**.

4 PART C - ANNEXURES

Annexure 1 – Undertaking from the Bidder

(To be submitted on Bidder's letterhead)

To

The Assistant General Manager

IT Procurement Department

Punjab National Bank

I.T. Division, Head Office

New Delhi

Sir

REG.: OUR BID FOR RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We submit our Bid Documents herewith.

We understand that:

1. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
3. If our bid is accepted, we are responsible for the due performance of the contract.
4. 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:

Contact No:

Seal of Company:

Annexure 2 – Eligibility Criteria

(To be submitted on Bidder's letterhead)

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

Dear Sir,

We confirm our Compliance of below Eligibility Criteria given in **RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)**

S. No.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Compliance (Y/N)	Reference Document Submitted and Page No.
1.	Earnest Money Deposit (EMD)	Proof of EMD submission/Bank Guarantee in Original/ Registered MSE and Start-up-India bidder is exempted from payment of Earnest Money Deposit as per Govt. of India and GeM Guidelines, if bidder can furnish requisite proof subject to the satisfaction of Bank.		
2.	The bidder should be registered as a company in India as per Companies Act 1956 OR Companies Act 2013 OR Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Certificate of Incorporation or any other certificate of registration issued by competent authority from Government of India. In case of mergers/ acquisitions/ restructuring/ splitting/ de-merger or name change (of the Bidding Entity), the date of establishment of earlier/ original partnership firm/ limited company shall be taken into account. Copy of Certificate of Incorporation issued by the ROC and Articles of Association should be submitted. All Documents related to the mergers/ acquisitions/ restructuring/ splitting/ de-merger or name change (of the Bidding Entity) like board resolution, NCLT Resolution etc should be submitted.		

3.	<p>a. The bidder should be either the Original Equipment Manufacturer (OEM) or their authorized representative in India. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered and EMD will be returned.</p> <p>b. 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.</p> <p>c. If an Indian Authorized Representative (IAR) submits bid on behalf of the Principal/OEM, the same IAR shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product</p> <p>d. Joint Bids/ Bids by Consortium are not acceptable.</p> <p>Note: In case of violations, both infringing bids of OEM & IAR will be rejected.</p> <p>e.</p>	<p>In case of authorized representative/partner of the primary product, MAF from OEM as per Annexure-19 in their letter Head needs to be provided.</p> <p>OR</p> <p>In case bidder itself is OEM of any Item (e.g., App./hardware etc.), undertaking as per Annexure-20 on their company's letter head should be provided.</p>		
4.	<p>The bidder should have a minimum turnover of INR 9 crores (Rs. Nine Crores) per annum in India, in each of the past 3 financial years i.e. 2020-21, 2021-22 and 2022-2023.</p>	<p>a. Copy of Auditor certificate for the financial years 2020-21, 2021-22 and 2022-23). (As per Annexure-8(A))</p> <p>Note: The CA certificate provided in this regard should be without any riders or qualification.</p>		

	<p>(8 Crores for MSE bidders & start-ups) as per the audited balance sheet. This must be the individual company turnover from India Operations and not that of any group of companies.</p> <p>Bidder should have positive net worth in each of the preceding three financial years that is 2020-21, 2021-22 & 2022-23 as per audited financial statements.</p>	<p>b. Copies of last three years' audited balance sheet.</p> <p>c. For MSE & Startups relaxation in terms of prior turnover, Bidder should</p> <ol style="list-style-type: none"> 1. Be manufacturer of the offered Primary Product (SAST & DAST) and give specific confirmation through undertaking on Letterhead to this effect at the time of bid submission. 2. Claim EMD exemption. 3. Credentials should be verifiable online through Udyam Registration website of Ministry of MSME as per the supporting documents uploaded during bidding process 		
5.	<p>The Bidder should have successfully supplied and implemented Application Security Testing Solution (SAST or DAST) in at least 1 public/Private sector Banks /Scheduled Commercial Bank/ BFSI/ Govt. Organization/PSUs in India during last five years and running successfully as on 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 confirmation from the clients containing all the required information.</p> <p>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</p> <p>OR</p> <p>Copy of Work Order along with any other proof of successful execution.</p> <p>(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-V)</p>		
6.	<p>The Bidder should have existing Support center in India. The Bidder should be able to provide support and</p>	<p>Details of Support Centre/ Undertaking on Letterhead of the Organizations per Annexure - 23</p>		

	maintenance for the offered solution			
7.	The bidder should not be involved in any litigation which threatens solvency of company as on bid submission date.	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure- 6 .		
8.	The Bidder should not have been blacklisted/ debarred /banned by Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date.	Certificate is to be provided by as per Annexure- 7 .		
9.	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.	Self-undertaking to be submitted on company letter head.		
10.	The bidder/ OEM should have a valid ISO 9001/ ISO 27001 certificate.	Relevant ISO Certification to be attached. In case, the certification is under process, bidder has to submit an undertaking for submission of the relevant certification within 6 months from the date of bid submission.		
11.	Labour Law Compliances	Certificate is to be provided by the chartered accountant /statutory auditor, as per Annexure- 13 .		

OEM Eligibility criteria

SN	Criteria	Documents to be submitted	Complied (Y/N)
1	The proposed OEMs should have presence in India for a minimum period of 3 years as on date of bid submission and should be able to support project in India during the contract period.	An undertaking letter to be enclosed by the OEM confirming the same	
3	<p>The OEM should have a minimum turnover of INR 9 crores (Rs. Nine Crores) per annum from IT services in India, in each of the past 3 financial years i.e. 2020-21, 2021-22 and 2022-2023.</p> <p>(8 Crores for MSE bidders & start-ups) as per the audited balance sheet. This must be the individual company turnover from India Operations and not that of any group of companies.</p> <p>OEM should have positive net worth in each of the past 3 financial years i.e. 2020-21, 2021-22 and 2022-2023 as per audited financial statements.</p>	<p>a. Copy of Auditor certificate for the financial years 2020-21, 2021-22 and 2022-23). (As per Annexure- 8(A)) Note: The CA certificate provided in this regard should be without any riders or qualification.</p> <p>b. Copies of last three years' audited balance sheet.</p> <p>c. For MSE & Startups relaxation in terms of prior turnover, Bidder should</p> <p>4. Be manufacturer of the offered Primary Product (SAST & DAST) and give specific confirmation through undertaking on Letterhead to this effect at the time of bid submission.</p> <p>5. Claim EMD exemption. Credentials should be verifiable online through Udyam Registration website of Ministry of MSME as per the supporting documents uploaded during bidding process</p>	
4	The offered Application Security Testing Solution (SAST or DAST) should have successfully implemented in at least 2 public/Private sector Banks /Scheduled Commercial Bank/ BFSI/ Govt. Organization/PSUs in India during last five years and running successfully as on bid submission date.	<p>Satisfactory Performance Certificate from the Clients as per Annexure-VI.</p> <p>OR</p> <p>Purchase Order along with Email confirmation from the clients containing all the required information.</p> <p>Kindly note that that Client's Email should be from their official Email IDs only,</p>	

		<p>containing their name, designation & Mobile no.</p> <p>OR</p> <p>Copy of Work Order along with any other proof of successful execution.</p> <p>(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-V)</p>	
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NOTE:

In case any purchase order has been issued to the bidder by the Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and is pending for execution as on date of bid, the bid of the respective bidder is liable for rejection.

1. 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.
2. Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
3. Bidders to submit relevant documentary evidence for all parameters mentioned.
4. Providing any wrong information by the bidder will result in disqualification of the bidder. The Bank may cross check above parameters by any means / during site visit.
5. 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.
6. (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. The document providing the authorization of the signatory should be submitted to the Bank for all parties.
8. 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.
9. Bank's IT consultant can't participate in this bid as a bidder.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 3 – Bidder's Information

(To be submitted on Bidder's letterhead)

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

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	Account Number: Account Name: IFSC: Bank Name:
9	Name, Designation, Tel. No/Mobile, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)	
10	Specimen Full signature	
11	Contact person's name, address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact person's 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. *Only Bidder company / Firm figures need to be mentioned. (Not to include subsidiary, affiliate or group entities figures)	FY	Turnover Rs. (in Lakhs)	Net Profit/Loss Rs. (in Lakhs)	Net Worth Rs. (in Lakhs)
		2020-21			
		2021-22			
		2022-23			

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 4 – Compliance Statement

(To be submitted on Bidder's letterhead)

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

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	<p>We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).</p> <p>We understand & agree that in event of being successful in the bid and being empanelled, we shall comply to the terms & conditions of RFP in future and shall not attempt to get the same changed from Bank later on in process of empanelment, contract signing, and extension of contract and / or subsequent purchase order/s from Bank. We understand and agree that such attempts and noncompliance to RFP terms may lead to cancellation of our agreement and suitable penal action may be taken by Bank against us including invoking the EMD and/ or PBG and black- listing.</p>	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 5 – Performance Certificate
(To be provided on letter head of the issuing client)

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

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

This is to certify that M/s _____ has supplied/implemented the below listed devices/services.

Name & Full Address of the Purchaser	Name of the OEM of the Product & Model/ Services Offered	Date of go-live/ sign-off

The services provided by the M/s _____ and the products supplied by them are satisfactory and working as per the requirement of our organization since the date of go-live/ sign-off till date.

The project is successfully running till date **OR** the project has completed its course on ____ (Month and Year).

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

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 6 - Litigation Certificate

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

This is to certify that M/s_____, a company incorporated under the Companies Act, 1956 OR 2013 OR Partnership Bidder registered under LLP Act, 2008 with its headquarters at, _____ is not involved in any litigation which threatens solvency of the company.

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

UDIN No:

Annexure 7 – Undertaking for Non - Blacklisted

(To be submitted on Bidder's letterhead)

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

Sir,

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We M/s _____, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its headquarters at, _____ do hereby confirm that we have not been blacklisted/ debarred /banned by the Government / Government agency / Banks / Financial Institutions / PSUs in India during last 3 years as on bid submission date.

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:

Contact No:

Seal of Company:

Annexure 8 – Turnover Certificate for Bidder

(To be provided by Statutory Auditor/Chartered Accountant on their Letterhead)

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

This is to certify that M/s_____, a company incorporated under the Companies Act, 1956 OR Companies Act, 2013 OR Partnership Bidder registered under LLP Act, 2008 with its headquarters at, _____ has the following Turnover, Net Profit/Loss and Net worth from its Indian Operations. This information is based on the Audited Financial Statements for FY20__-__, FY20__-__ and FY20__-__ (to be submitted for years as per Eligibility Criteria – Annexure 2).

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

Date: _____

Place: _____

Note: Only Bidder Company's / Firm's figures need to be mentioned from its operations in India. (Not to include subsidiary, consortium, affiliate or group entities figures)

Signature of CA/Statutory Auditor**Name of CA/Statutory Auditor:****Designation:****Email ID:****Mobile No:****Telephone No.:****Seal of Company:****UDIN No:**

Annexure 9 – Performa for Integrity Pact

To

The Assistant General Manager

I T Procurement Department

Punjab National Bank

I.T. Division, Head Office New Delhi

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

(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: -
2. 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.
3. 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.
4. The Principal will exclude from the process all known prejudiced person.
5. 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 IP by the sub-contractor. It is to be ensured that all sub-contractors also sign the IP.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
3. The Principal will disqualify from the tender process all the Bidders who do not sign this Pact or violate its provisions.

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

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

Section 8- Independent External Monitor

1. The principal appoints competent and credible Independent External Monitor (IEM) Sh. Madhusudan Prasad (IAS-Retd.), (email ID: mprasad23@gmail.com), (Mob no. 9717585556) 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. The IEMs are not to be contacted for generic tender related queries, for which queries may be directed to the Bank Officials.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/ records/ information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential. He/she reports to the Managing Director and CEO, Punjab National Bank.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractor.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. The Monitor has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO, Punjab National Bank and recues himself/herself from that case.
5. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and Contractor. The parties offer to the Monitor the option to participate in such meetings.
6. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7. The Monitor will submit a written report to the MD & CEO, Punjab National Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. If the Monitor has reported to the MD& CEO, Punjab National Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD & CEO, PNB has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9. The word 'Monitor' would include both singular and plural.

Section 09- Pact Duration

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

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

Section 10- Other provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the "Place of award of work".

1. 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.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Issues like warranty/Guarantee etc. shall be outside the purview of IEMs.
6. In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

Annexure 10 – Performa for the Bank Guarantee

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # Date

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

Dear Sir,

In accordance with your bid reference no. _____

Dated _____ M/s _____ having its registered office at _____ herein after

Called 'bidder') wish to participate in the said bid for **RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)**

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

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

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

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

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

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this_____ Day of _____2024 at _____

Name of signatory

Designation

Email ID:

Contact No.

Bank Common Seal

Annexure 11 – NDA (Non-Disclosure Agreement)

(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 even 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 nonenforcement 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_____

Annexure 12 – Escalation matrix

(To be submitted on company letterhead of bidder & OEM)

To

The Assistant General Manager

I T Procurement Department

Punjab National Bank

I.T. Division, Head Office New Delhi

Sir

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We hereby submit the escalation matrix of our organization (M/s _____) for Information Technology Manage Service Provider for Punjab National Bank related issues as following: -

Sl. No.	Escalation Level	Name	Designation	Contact No.	Email ID
1	Escalation Level 1				
2	Escalation Level 2				

(*Add as many rows as required)

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 13 – Undertaking for Labour Law Compliance

(To be submitted on Bidder's letterhead)

To

The Assistant General Manager

I T Procurement Department

Punjab National Bank

I.T. Division, Head Office New Delhi

Sir

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

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:

Contact No:

Seal of Company:

Annexure 14 – Self declaration for compliance to RBI master directions on a) outsourcing of IT services and b) Information Technology Governance, Risk, Controls and Assurance Practices**(To be submitted on Bidder's letterhead)**

To

The Assistant General Manager

I. T. Procurement Department

Punjab National Bank

I.T. Division, Head Office

New Delhi

Sir,

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We, M/s_____ hereby state that we have gone through the below mentioned RBI Master Circulars and we hereby state that we comply with all the directions and clauses as stated in the said circulars:

a) RBI/2023-24/102 DoS.CO.CSITEG/SEC.1/31.01.015/2023-24 dated 10.04.2023 regarding Master Direction on Outsourcing of Information Technology Services

b) RBI/2023-24/107 DoS.CO.CSITEG/SEC.7/31.01.015/2023-24 dated 07.11.2023 regarding Master Direction on Information Technology Governance, Risk, Controls and Assurance Practices

We along with the resources deployed by us and services provided by us, will also ensure compliance of all the clauses and directions of the aforesaid circular throughout the period of the contract.

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

Annexure 15 Technical and Functional Specifications of SAST and DAST Solution

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

SNO	Technical & Functional Requirements	Compliance (Yes/No)
1	Both SAST including SCA and DAST Solutions can be from the same Vendor or from different vendors but should have common reporting and/or management dashboard	
A	Static Application Security Testing (SAST):	
2	The proposed solution should be a an on-premises deployment	
3	The proposed license model should not have any restriction on number of applications to be scanned	
4	The solution must be able to perform source code scanning and pinpoint the root cause of software security vulnerabilities	
5	The solution must be able to integrate with SDLC to perform Code Review checks at the time of development	
6	The solution must be able to integrate with our code repositories and with common IDEs such as Eclipse, Visual Studio, Android Studio, IntelliJ, etc but not limited to these alone for source code analysis and/or vulnerabilities remediation.	
7	The solution must be capable to address open-source risk	
8	The solution must be able to analyse a wide array of programming languages including Java, .Net, C/C++, Objective-C, Android, PHP, COBOL, Ruby, Swift, HTML 5, Scala, APEX, TypeScript, Go, Kotlin and ABAP etc but not limited to these alone	
9	The solution must support a variety of operating systems: Windows, Linux, MacOS, AIX etc	
10	The solution must be able to operate in both distributed (i.e., without requiring connection to a server) and centralized modes	
11	The solution must offer the flexibility to begin, continue and end a scan locally without requiring connection to a centralized server	
12	The solution must have regular (at least quarterly) updates to its vulnerability/rule's knowledgebase	
13	The solution must provide the capability to create custom checks via a wizard	
14	Custom checks created must be in an easily understood format, e.g., XML	
15	Existing custom checks must continue to work without any additional effort when there is a version upgrade	
16	The solution must support a variety of static analysis techniques including multi-tier multi-language data flow analysis, global control flow analysis, programmatic structural analysis, semantic analysis	
17	The solution must support automated invocation of source code scans and vulnerability data report generation through integration with the application build process.	

18	The solution shall provide a default prioritization of vulnerabilities according to severity and risk but offers the flexibility to change the prioritization easily according to organizational needs.	
19	The solution must report vulnerabilities that have been fixed, newly introduced, or continue to exist across multiple scans.	
20	Any issue marked as a false positive or suppressed automatically retains the status in the next scan	
21	The solution shall maintain knowledge of vulnerabilities within code bases. Vulnerabilities found should not be tagged to LOC (line of code) position within the source codes, to avoid the loss of history should there be insertion of new codes	
22	The solution shall maintain local audit information & issue suppressions between scans without requiring database connectivity	
23	The solution allows the user to “drill down” to and “trace through” the suspect source code and show the root cause and supporting evidence of vulnerability in textual and pictorial formats.	
24	The solution must provide vulnerability explanation and fix recommendations to the developer during the vulnerability remediation process, including line-of-code details and descriptions on how to remediate each vulnerability, and in the correct programming language.	
25	The solution supports collaborative auditing where multiple auditors can work on the same scan result and audit the scan at the same time through a common user interface.	
26	The solution has the capability to generate out-of-the-box and custom reports such as high-level executive analysis summaries and low-level (detailed) technical reports.	
27	The solution must support separation of the code translation and analysis phases, which may be run on different machines. This allows the offloading of complex CPU and IO intensive codebase parsing off the developers’ workstation, application servers, or version management servers and onto dedicated analysis appliances or servers.	
28	The solution integrates with a defect-tracking system (e.g., HP ALM, QC Enterprise, Microsoft TFS, JIRA, Bugzilla, VSTS, etc) for easy creation of defects for vulnerabilities found from within the solution itself.	
29	The solution shall integrate into a web management console, to be correlated with security vulnerabilities found from dynamic and interactive testing for a holistic view of the security status of applications and projects within an enterprise.	
30	Solution should support Machine learning and Analysis based on the archived results	
31	Solution should provide Immediate identification of the vulnerability in the Eclipse and VS IDEs while developer is typing the code	
32	The solution should have the ability to identify the root cause of multiple other vulnerabilities and pinpoint the exact line in the source code to remediate	

33	The solution must have Security Assistant feature to aid developers to find vulnerability while typing the code	
34	The solution should be able to perform scan offline (translate in one machine and scan in another)	
35	Solution should support Out of the Box integration capabilities with dev-ops supporting multiple Build environments - Jenkins, Maven, ANT, Bamboo, XCode Build, MS Build, Gradle etc.	
36	The solution should be able to support Composition Analysis: Identify the opens source components used in the application Vulnerabilities & outdated version Licensing risk associated with the components	
37	The solution must come with a Dashboard to show enterprise-wide security status and trending across projects.	
38	The solution should employ the latest algorithms and techniques to ensure the most accurate testing and minimize false positives.	
39	The solution provides role-based access control with the ability to maintain and enforce separation of duties between developers, security professionals, testers, managers etc.	
40	The solution allows rule- or events-based trigger actions or notifications via SMTP.	
41	The solution supports SSL and multiple LDAP servers.	
42	The solution provides industry-standard single project and multiple-project reports.	
43	The solution comes with the ability to create and customize additional reports.	
44	The solution must support multiple common databases including Oracle, Microsoft SQL Server, MySQL	
45	Should have feature to perform Auto Audit	
46	The solution must support deployment on premises and on-cloud license models.	
47	Solution should allow for generating the custom reports.	
48	Solution should be able to perform secret scanning	
49	solution should be able to perform trojan scanning	
50	The solution supports a central dashboard for all the audit requirements and for governance needs	
51	Developers should be able to initiate the scans from IDEs and the scan should take place in a central server	
52	Solution should support scanning the code for detecting vulnerabilities with low, medium, high or critical.	
53	Solution should be able to exclude selected folders/files from the scan	
B	Dynamic Application Security Testing (DAST):	
1	The solution should have capability to scan Desktop Appliance web, mobile, APIs as well as single page applications including thick client applications.	
2	The solution should be capable to perform scans on internal as well as external applications.	

3	The solution should be capable to automate / schedule scans.	
4	The solution should be capable to perform Black box as well as Grey box testing.	
5	The solution shall support simultaneous Crawl & Audit during scans.	
6	The solution shall allow for multiple concurrent scans.	
7	The solution shall provide a built-in scan profiler to assist in tuning the scan configuration to a target server to improve the effectiveness and accuracy of the scan.	
8	The solution allows for real-time review and investigation of vulnerabilities found while a test is still in progress.	
9	The solution offers the capability to pause a scan for continuation later without the loss of data.	
10	The solution offers the capability to schedule a single or multiple recurring scans in advance.	
11	The solution has the capability to maintain false positive tags across scans	
12	The solution supports Web Services security testing.	
13	The solution provides REST/URL Rewriting (Variable) detection and support.	
14	The solutions allow custom checks to be added	
15	The solution comes with an array of out-of-the-box scan policies and all major compliance reports which may be further added to and customized.	
16	The solution provides the ability to compare and report on two different scans to enable a delta analysis, including a visual representation of vulnerability differences between the two scans and the ability to drill-down into the differences.	
17	The solution allows for a re-run of the entire scan with the same settings	
18	The solution provides a shortcut to quickly re-test all vulnerabilities	
19	The solution provides automatic vulnerability signature updates via the internet. Updates may also be performed manually for offline machines.	
20	The solution integrates with a defect-tracking system for easy creation of defects from within the solution itself.	
21	The solution must support deployment on premises.	
22	The solution has the capability to export scan data for upload to a web management console, to be correlated with security vulnerabilities found from static and interactive time testing. This offers a holistic view of the security status of applications and projects within an enterprise.	
23	The solution shall have the ability to feed details of vulnerabilities found during a scan into Web Application Firewall and/or Intrusion Prevention Systems to block potential application exploits	
24	The proposed solution must be able to record macros against Web 2.0 applications	
25	The solution integrates and works out-of-the-box with a real-time application security technology within Java and .NET servers to:	

	i Gather internal, code-level vulnerability information by observing the attacks in the code as they happen in real-time.	
	ii Inspect parts of the application that it may not find through normal crawling.	
	iii Collect information about the internal behaviours of a target application during dynamic tests.	
	iv Detect new types of vulnerabilities, e.g., privacy violation and log fogging.	
	v Provide stack trace and line-of-code detail during dynamic web application scanning.	
26	Must support CAPTCHA/OTP/Composite Login process configuration in the proposed solution.	
27	Solution should support two factor authentication/MFA Authentication	
28	The Solution should not skip an attack while scan is in progress.	
29	Solution should support Swagger API Scan.	
30	Solution should support Integration with other pen-testing tools.	
31	Solution should detect the vulnerabilities during the scanning.	
32	Solution should generate rules to send to WAF.	
33	The solution should also come with the Interactive Application Security Testing feature.	
34	Integration with tools such as POSTMAN , BURP , etc.	
35	Solution should support scanning the vulnerabilities from previous scan, scan incremental, scan crawl and Audit from previous configurations	
36	Solution should have the REST API to initiate/pause/stop/ scans and for various other functionalities	
37	Should be able to scan and test a wide breath of application security vulnerabilities.	
38	Should employ the latest algorithms and techniques to ensure the most accurate testing and minimize false positives.	
39	The solution must be capable to generate report in following format: 1. The Title. 2. The Location (URL and/or line of code). 3. Specific vulnerability description. 4. Risk likelihood, business impact, and severity. 5. Code snippets. 6. Specific remediation recommendations.	
40	Solution licensing should support concurrent/floating license	

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

Other terms & conditions:

1. For a particular Solution, only the OEM or its authorized representative can bid. If both the OEM and its authorized representative bid for the same Solution, both the bids will be rejected.
2. If any Solution of Principal / Original Equipment Manufacturer (OEM) is being quoted in the tender, the OEM Company cannot bid for any other OEM's product.

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

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

Annexure 16 – Performa of the indicative Commercial Bid

(To be submitted online only)

Ref: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

Table 1: Price Details of Software Items

Sl. No	Item Details	Cost Price with 3 years warranty	ATS % (4 th year)	ATS Cost (4 th year) ((B*A)/100)	ATS % (5 th year)	ATS Cost (5 th year) ((C*D)/100)	Total Amount in INR
		(A)	(B)	(C)	(D)	(E)	F = A+C+E
1	Perpetual Enterprise License cost for Static Application Security Testing for unlimited applications						
2	Perpetual Enterprise License cost for Dynamic Application Security Testing for unlimited applications and 10 concurrent users						
3	Cost of other softwares (DB, OS, Cal etc. BOM to be submitted) *Bidder to provide the cost and quantity of each supplied software item as per cost breakup table.						
4	Total Cost of Table 1						

Table 2: Price Details of One-time implementation

Sl. No	Item Details	Unit Cost	Multipliyin g Factor	Amount in INR
		(A)	(B)	$C = A * B$
1	One Time Implementation Cost for Application Security Testing		1	
2	Total Cost of Table 2			

Table 3: Price Details of Training Charges

Sl. No	Item Details	Unit Cost	Multipliyin g Factor	Amount in INR
		(A)	(B)	$C = A * B$
1	One Time Training Charges for Application Security Testing for 25 bank's staff		1	
2	Total Cost of Table 3			

Table 4: Manpower Cost

Sr.No	Item Details	Unit Cost	No. of Months	No. of Resources	Amount in INR
		(A)	(B)	(C)	$D = A*B*C$
1	L1 Onsite Support Engineer Cost for Application Security Testing per resource per month		60	4	

2	L2 Onsite Support Engineer Cost for Application Security Testing per resource per month		60	1	
3	Total Cost of Table 4				

Table 5: Hardware cost

Sl. No	Item Details	Cost Price with 3 years warranty	AMC % (4 th year)	AMC Cost (4 th year) ((B*A)/100)	AMC % (5 th year)	AMC Cost (5 th year) ((C*D)/100)	Total Amount in INR
		(A)	(B)	(C)	(D)	(E)	F = A+C+E
1	Infrastructure cost for Static Application Security Testing *Bidder to provide the cost and quantity of each supplied software item as per cost breakup table						
2	Infrastructure cost for Dynamic Application Security Testing *Bidder to provide the cost and quantity of each supplied software item as per cost breakup table						
3	Total Cost of Table 5						

Grand Total = Total Cost of Table 1 + Total Cost of Table 2 + Total Cost of Table 3 + Total Cost of Table 4+ Total cost of Table 5

***Cost Breakup:-**

Table – A (Hardware Infrastructure Details)

SNO	Item Description	Qty	Details (Make/Version / Release etc.)	Unit Price (In INR)	Total price (in INR)
1	SERVERS/APPLIANCE				
2	STORAGE				
3	SAN SWITCH IF ANY				
4	OTHER HARDWARE				
Total of Table A					

Table – B (Software)

S.NO	Solution	Software	Details (Make/Version / Release etc.)	No. of Licenses	Unit Price (In INR)	Total price (in INR)
1	Application security testing solution at DC and DR both site in HA	Operating System				
		Database Software				
2		Other software				
Total cost of Table B						

Table – C (Any Other Item Required for Quoted Solution which is not available/mention in above tables)

Any Other Item Required For Quoted Solution					
SNO	Item Description	Details (Make/Version / Release etc.)	Quantity	Unit Price (In INR)	Total price (in INR)
1	*Any Other Item (Please specify if quoted as required to complete the solution)				

Notes:

- License Requirement is as under: SAST – 1 Enterprise license (unlimited applications)
DAST – 1 Enterprise license (unlimited applications and 10 users)
Successful bidder to cater the above mentioned requirement through perpetual license. Rate of Licenses will be valid till the duration of contract. Bank may at its discretion may purchase additional license during the period of contract.

2. The rates of the licenses discovered through RFP shall be valid for a period of five years from the date of release of the PO. The rates for AMC, ATS and OTS shall remain valid for the entire contract period of 5 years and an additional 2 years (in case the contract is extended at the discretion of the Bank.)
3. The rates quoted in commercial bid should be inclusive of all taxes, charges and duties except GST. However, GST will 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 generate for supply of the product.
4. Commercial Bid Evaluation shall be on GRAND TOTAL and Reserve Auction will be conducted on GRAND TOTAL of above table.
5. Any column left blank by the bidder shall have default value of Rs. 0 (zero) and Bidder shall have to supply the same at the default value.
6. Price of the devices quoted should be inclusive of 3-year warranty with all licenses/subscriptions and OEM 's premium support.
7. ATS and AMC will be applicable after expiry of warranty period of three years.
8. ATS should be quoted maximum upto 20% of respective Software cost.
9. AMC should be quoted in the specified range of 5%-10% of the respective H/W item only.
10. Delivery and installation location of thin clients and end user licenses will be communicated through supplementary PO.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 17 - Compliance Statement cum Price confirmation letter – Reverse Auction

(To be submitted on Bidder's letterhead)

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

Ref: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)**DECLARATION**

1. We_____(name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated_____for procurement of _____.
2. We also confirm having read the terms of RFP as well as the Business Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Punjab National Bank in the RFP document including all annexure and the Business Rules for Reverse Auction.
4. We shall participate in the on-line auction conducted by PNB on GEM Portal and submit our commercial bid. We shall also abide by the procedures prescribed for online auction by GEM portal.
5. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
6. We confirm having nominated Mr. _____ who is the holder of POA and designated as _____ of our company to participate in the Reverse Auction on behalf of the company. We undertake that the company shall be bound by the bids made by him in the Reverse Auction.
7. We undertake to submit the confirmation of last bid price by us to the Bank within 24 working hours of the completion of event. We also undertake to submit the Bill of Materials for the TCO (Total Cost of Ownership) in terms of RFP.

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

Annexure 18 – Bill of Material of Offered Solution/ Hardware (BOM)

(To be submitted on Bidder's letter head)

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

Bidder needs to provide the compliance on below Bill of Materials and Also share the details of Hardware & Software proposed with the Application security testing solution.

Table-1: Bidder needs to fill all the hardware/Infrastructure details in below tables:

Server Specifications for DC & DR (to be filled for each Server).		Specification Supplied	Compliance (Yes/No)
Server	Make & Model:		
CPU (released 2022 or later)	Physical Processor Count:		
	Core Count:		
	Processor Base Frequency		
	L3 Cache memory:		
Memory	Memory Type		
	Total Memory		
Hard Disk Storage	HDD Type		
	HDD Capacity		
	HDD Count		
RAID Controller Card	Raid Card type		
	Cache		
HBA Card	Model		
	Ports		
	Running Speed		
Power supply (RPS)			
Warranty			

Note: Please add as many tables as above for all different types of Servers quoted.

Table – A (Hardware Infrastructure Details)

SNO	Item Description	Qty	Configuration Details	Compliance (Yes/No)
1	SERVERS/APPLIANCE			
2	STORAGE			
3	SAN SWITCH IF ANY			
4	OTHER HARDWARE			

Table – B (Other Infrastructure Software)

Solution	Software	Details (Make/Version / Release etc.)	No. of Licenses	Compliance (Yes/No)
Application security testing	Operating System			

solution at DC and DR both site in HA	Database Software			
	Other Software			

Table – C (Any Other Item Required for Quoted Solution which is not available/mention in above tables)

Any Other Item Required For Quoted Solution				
SNO	Item Description	Details (Make/Version / Release etc.)	Quantity	Compliance (Yes/No)
1	*Any Other Item (Please specify if quoted as required to complete the solution)			

Note:

- This BOM is part of technical bid, so cost of any item should not be mentioned in BOM. If any commercial mentioned in BOM, bid will be dis-qualified.
- Bidder may add as many rows and columns as required.
- The quantity mentioned by the Bidder should be as per the requirement of the Bank
- This is merely for understanding the hardware & software sizing and Bidder to mention all Other Information Related to all the Items of the complete solution (Please provide in tabular Format). If any item mentioned in the BoM is not a part of the commercial format, the same shall be treated as part of the overall solution which the Bidder has to provide without any additional cost to the Bank.

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No.:

Seal of Company

Annexure 19 - Manufacturer's (OEM) Authorization Form (MAF)

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

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

Dear Sir,

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

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 it's 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.	Solution/ Component/ Software/services Name	Model No./ Version No. and Release Date	Software/ component/ services/ licenses 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.

(Bidder Stamp & Signature)

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:

Annexure 20 - Undertaking for Being the OEM of the Offered Product

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

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

Sir,

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We hereby submit the following: -

We, M/s _____ are the OEM 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.

SL No.	Solution/ Component/ Software/Services Name	Model No./ Version No. and Release Date	Software/ component/ services/ licenses 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:

(Bidder Stamp & Signature)

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Annexure 21 (A) - Certificate Regarding Land Border Clause by OEM for RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

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

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.

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR

We are from such a country and are 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 fulfil 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:

**Annexure 21 (B) - Certificate Regarding Land Border Clause by Bidder for RFP FOR
PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING
SOLUTION (SAST AND DAST)**

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

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.

(Strike off whichever is not applicable):

We certify that we are not from such a country and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

OR

We are from such a country and are 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 fulfil 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:

Annexure 22 - Undertaking of Information Security

(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 AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We hereby undertake that the proposed hardware / software to be supplied will be free of malware, free of any obvious bugs and free of any covert channels in the code (of the version of the application being delivered as well as any subsequent versions/modifications done) which may lead to any data leakage/compromise of the server/solution or any cyber security incident in future.

We also undertake that:

(a) The Solution and 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 and any loss occurring due to the above may be recovered from the existing contracts.

Date: _____

Place: _____

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Seal of Company:

Annexure 23- Undertaking/Declaration for Support Centre **(To be submitted on Bidder's letterhead)**

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

Sir,

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We M/s_____, a company incorporated under the Companies Act, 1956 AND/OR 2013 OR Partnership Bidder registered under LLP Act, 2008 do hereby confirm that we have support centre(s) in India at the following location:

Sl No.	Complete Address of the Support Centre	No. of Technical Staff	No of support staff	Name of the contact person of the support center	Contact Number	E-Mail ID

Add as many rows you want to add

Thanking You,
Yours faithfully,

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Contact No:

Seal of Company:

Annexure 24 – Authorization Letter for Authorized Signatory

(To be provided on letter head of each OEM/OSD)

To

The Assistant General Manager

I T Procurement Department

Punjab National Bank

I.T. Division, Head Office

New Delhi

Sir,

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

I, _____(Name of the Director/Company Secretary/Equivalent Authorized Board member), _____(Designation) hereby undertake that _____(name of the official), _____(Designation), is authorized to issue all the required documents under his/her signature as mentioned in this RFP for participation in the captioned RFP process through our authorized partner/service provider M/s _____

The signature of _____(name of the authorized signatory) is attested herewith

Signature of Authorized Signatory _____**Date:** _____**Place:** _____**Yours faithfully****Signature of Director/Company Secretary/Equivalent Authorized Board Member Name of the Signatory:****Designation:****Seal of Company:**

Annexure 25 – Undertaking for submission of information

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

Sir

Reg.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

We, M/s _____ hereby undertake that if we are selected as the successful bidder for award of contract, we shall submit the following information at the time of signing of SLA, NDA with the Bank:

S. No.	Particulars
1	Company Name (To be Filled)
2	Registration Number / GSTIN (To be Filled)
3	Legal Entity Type Ltd Co, Trust, LLP, PLC, Registered Partnership etc.
4	Main Products or Services Offered
5	Date of incorporation
6	Country of incorporation
7	Is the company registered as MSME ? (Yes / No / Applied) If Yes, please provide the Udyam Registration No.
8	Is the company registered as Start Up with DPIIT? (Yes / No / Applied) If Yes, please provide the Unique Startup Recognition No.
9	Category of the Supplier (Only in Case of MSME / Start Ups):
10	Supplier is both MSE & Class-I local supplier.
11	Supplier is MSE but not Class-1 local supplier.
12	Supplier is not MSE but is Class-I local supplier.
13	Supplier is neither MSE nor Class-I local.
14	Turnover for the last 3 years
15	Net worth of the Company

16	Profits of the last 3 years
17	Are there any ongoing or past court orders / cases / litigations for Financial Crime reasons against the company or any of its directors / partners basis the market information, news, article available on net.
18	Has the company ever been categorized as a willful defaulter ?
19	Is the company debarred OR blacklisted by Government of India OR any Regulators
20	Is the Company Or its directors / partners / owners booked under the Prevention of Corruption Act, 1988
21	Is the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract against the Company Or its directors / partners / owners
22	Are there any past or ongoing litigations against the vendor ?
23	Is there any negative news or reviews against the vendor ?
24	Does the vendor has any existing relationship with the Punjab National Bank? (Yes / No)
25	If Yes, provide a brief description of the ongoing projects / contracts .
26	In Case, the existing project is critical in nature, then the overall exposure of the company as against the bank to be checked to assess the element of concentration risk.
27	Assess the geographical locations of the significant customer base of the vendor.
28	Assess the geographic footprint of any third parties (suppliers, introducers, sub-contractors)?
29	Nationality of the Directors / Partners etc.
30	% Share of Each Director / Partner
31	Does the management of the company have any political exposure?
32	Is the company CMMI certified? (Yes / No) If Yes, please specify the certification.
33	Is the company ISO 9001 certified? Standards for Quality Management Systems. (Yes / No) If Yes, please specify the certification
34	Is the company ISO 14001 certified? (Yes / No) If Yes, please specify the certification.
35	Is the company ISO/IEC 27001 certified? Standard for information security management systems (ISMS) (Yes / No) If Yes, please specify the certification.
36	Any Other Company Certification

37	Signing of Pre-Contract Integrity Pact
38	Obtaining Ernst Money Deposit (In Case of onboarding via RFP)
39	To be valid for a period of 45(forty-five) days beyond the final bid validity period.
40	Obtaining Performance Bank Guarantee / Performance Security
41	Obtaining Board Resolution Copy with Authorization Letter/ Power of Attorney
42	Signing of Non-Disclosure Agreement
43	Signing of Integrity Pact
44	Manufacturer (OEM) Authorization Form (MAF) (In case of product procurement)
45	Certificate Regarding Land Border Clause by Vendor (OEM)
46	Certificate Regarding Land Border Clause by Vendor (Authorized Partner, SI, Vendor)
47	Signing of Proprietary Article Certificate (PAC) (In case of product procurement)
48	Undertaking for being the OEM of the Offered Product (In case of product procurement)
49	Signing of Service Level Agreement
50	Payment Schedule
51	Delivery Timelines
52	Inclusion of Service Level Penalties associated to:
53	Delivery Timelines
54	Resource Availability
55	Implementation Timelines
56	Application Downtime
57	Liability of the regulatory Penalties to Punjab National Bank
58	Clauses pertaining to
59	Liquidated Damages
60	Indemnification
61	Force Majeure

62	IP Rights
63	Transition Management
64	Clauses pertaining to Rights of RBI OR person(s) authorized by RBI or Regulatory bodies or Punjab National Bank for assessment of vendors or their sub-contractors:
65	Books of accounts
66	IT infrastructure
67	Applications
68	Data
69	Any other necessary information given to, stored or processed by the vendor and/ or its sub-contractors on behalf of / for Punjab National Bank.
70	Clauses pertaining to Data Security
71	Vendor is prohibited from erasing, purging, revoking, altering or changing any data during the transition period, unless specifically advised by the regulatory bodies OR by Punjab National Bank.
72	Clauses pertaining to Data & Data Security
73	Data Migration (Extraction, Transform & Load)
74	Data Backup
75	Data Retention
76	Data Archival
77	Data Storage (Not to reside Outside India)
78	Additional Clauses
79	Liability & Responsibility of the vendor to the bank for the acts of the assignee/ sub-contractor
80	Source Code Arrangement
81	Exit Strategy / Plan
82	Transition Management (between outgoing & incoming vendor)
83	Compliance with various laws & regulations viz. Data Protection Regulations, Information Technology Act, 2000.
84	Business Continuity Plan
85	Disaster Recovery Plan

86	Escalation Matrix
87	Training Plan
88	Purchase Order Issuance
89	Review & Assess the Financial Audit Reports of the Vendors or its subcontractors:
90	Audited Balance sheet
91	Audited Profit & Loss Statement
92	Annual Reports
93	Review of expiry of Vendor's or its sub contractor's Certifications:
94	CMMI Certification
95	ISO 9001 Certification
96	ISO 14001 Certification
97	ISO/IEC 27001 Certification
98	Any Other Company Certification
99	Review the internal / external audit reports of the vendors or it's sub-contractors.
100	Review the change in the geographical locations of the significant customer base of the vendor.
101	Review the change in the geographic footprint of any third parties (supplier, introducers, sub- contractors)?
102	Are there any new litigations against the vendor ?
103	Is there any negative news or reviews against the vendor ?
104	Debarment / Blacklisted Status by any of the regulatory bodies etc.
105	Performance Evaluation of the Vendor
106	Internal Audits of the Vendor's project (Details as per Audit Policy can be added below)

Date: _____

Place: _____

Signature of Authorized Signatory

Name of Signatory:

Seal of Company:

Checklist

(To be submitted on Bidder's letterhead)

REG.: RFP FOR PROCUREMENT AND IMPLEMENTATION OF APPLICATION SECURITY TESTING SOLUTION (SAST AND DAST)

S No.	Document	Document to be submitted from	Compliance (Yes/No)	Page No.
1.	Proof of EMD	Proof of EMD submission/ Bank Guarantee in Original		
2.	Certificate of Local Content – Class I/Class II Local Supplier or Nonlocal supplier	Bidder/CA Certificate		
		OEM(s)		
3.	Certified copy of the latest Board Resolution in favor of Authorized Person(s)	Bidder		
		OEM(s)		
	Signature of authorized person duly authorized by the Company Secretary/ Director along with validity of the authorization	Bidder		
		OEM(s)		
	Power of Attorney(preferably in Original), if applicable.	Bidder		
		OEM(s)		
	Authorization Letter for Authorized Signatory	OEM		
4.	Copy of Certificate of incorporation	Bidder		
5.	Performance Certificate as per Annexure-5 or as mentioned in eligibility criteria.	Respective Organization		
	Copy of P.O./Work order/Agreement/Installation Certificate from the respective organization			
6.	CA Certificate as per Annexure-8(A)	CA Certificate for Bidder		

7.	Certificate as per Annexure-8(B) from the Competent Authority	CA Certificate for OEM		
8.	Balance sheet and Profit & Loss statement) for three (3) consecutive financial years i.e., FY2019-20, FY2020-21, FY2021-22 and FY 2022-23	Bidder and OEM, as applicable		
9.	Undertaking to be submitted stating that any 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 has not participated in the bid process.	Bidder		
10.	Annexure-1 Undertaking from The Bidder	Bidder		
11.	Annexure-2 Eligibility Criteria	Bidder		
12.	Annexure-3 Bidder's Information	Bidder		
13.	Annexure-4 Compliance Statement	Bidder		
14.	Annexure-6 Litigation Certificate	CA Certificate		
15.	Annexure-7 Undertaking for Non-Blacklisted	Bidder		
16.	Annexure-9 Integrity Pact	Bidder in Original		
17.	Undertaking for submitting NDA as per Annexure-11 Non-Disclosure Agreement	Bidder		
18.	Annexure-12 Escalation Matrix	Bidder OEM(s)		
19.	Annexure-13 Undertaking for Labor Law Compliance	Bidder		
	Annexure-14 Self declaration for compliance to RBI master directions on a) outsourcing of IT services and b) Information Technology Governance, Risk, Controls and Assurance Practices	Bidder		
20.	Annexure-15 Complete Unpriced Bill of Material	Bidder		
21.	Annexure-17 Compliance Statement cum Price confirmation letter – Reverse Auction	Bidder		
22.	Annexure-18 Compliance to Technical and Functional Requirements	Bidder OEM(s)		
23.	Annexure-19 Manufacturer's (OEM) Authorization Form (MAF) OR Annexure-20 Undertaking for being the OEM of the Offered Product	OEM(s)		
24.	Annexure-21(A) Certificate Regarding Land Border Clause by OEM for RFP for Procurement and Implementation of Application Security Testing Solution (SAST and DAST)	OEM(s)		

25.	Annexure-21(B) Certificate Regarding Land Border Clause by Bidder for RFP for Procurement and Implementation of Application Security Testing Solution (SAST and DAST)	Bidder		
26.	Annexure 22 - Undertaking of Information Security from the Bidder	Bidder		
27.	Annexure 23- Undertaking/Declaration for Support Centre	Bidder		
28.	Annexure 24 - Authorization Letter for Authorized Signatory	Bidder		
29.	Annexure 25 – Undertaking for submission of information	Bidder		

***Each page of the above documents should be signed by the authorized signatory of the Bidder.**