

# **PUNJAB NATIONAL BANK**



## **(Open Tender) Request for Proposal (RFP) for Support Services for IT Security solutions related to endpoints**

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

## DISCLAIMER

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

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

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

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

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

Following terms are used in the document interchangeably to mean:

1. Bank refers to 'Punjab National Bank'.
2. Recipient, Respondent, Bidder means the respondent to the RFP document
3. RFP means the Request for Proposal document
4. Proposal, Bid means "Response to the RFP Document"
5. Tender means RFP response documents prepared by the Bidder and submitted.
6. Vendor means the successful bidder.
7. CBS means Core Banking Solution implemented in the Bank
9. DC means Data Centre located at Delhi
10. DR/DRC/DRS means Disaster Recovery Site located at Mumbai
11. Purchaser here refers to Bank
12. Merged entity/Amalgamated entity means the entity created post amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India

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### GENERAL TENDER DETAILS

<b>Request for Proposal (RFP) for Support Services for IT Security solutions related to endpoints</b>		
1.	Date of commencement of Bidding Process.	05/06/2021
2.	Last date and time for sale of Bidding Documents	25/06/2021 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	09/06/2021 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	10/06/2021 at 1200 Hrs
5.	Last date and time for Online bid submission (both Technical & Commercial) (Hash submission)	25/06/2021 upto 1600 Hrs
6.	Last date and time for Bid Re-Encryption	From 25/06/2021 1701Hrs to 28/06/2021 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 25/06/2021 1701Hrs to 28/06/2021 1400 Hrs
8.	Date and Time of Technical Bid Opening	28/06/2021 at 1600 Hrs
9.	Place of Submission of Bids	The Asstt. General Manager Punjab National Bank, IT Procurement Department, I.T. Division, HO: 5 Sansad Marg, New Delhi 110 001
10.	Place of opening of Bid	Punjab National Bank, Information Technology Division, 2nd floor, HO, 5 Sansad Marg, New Delhi – 110 001
11.	Address for communication	As above Tel:-(011) 23765468
12.	Cost of RFP	<b>Rs.10,000/-+ 18 % GST*</b> (Non-refundable) should be submitted <b>online only</b> in favour of Punjab National Bank before last date of bid submission in the following account: IFSC Code : PUNB0399900 Bank&Branch : Punjab National Bank, Sansad Marg, New Delhi -110 001 Account No. <b>0153002200175673</b> (16 digits) Imprest account – HO IT Division *MSE bidder is exempted from payment of cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank. This exemption is not applicable for traders, sole agents, distributors etc. Start-up bidder recognized by Department of Industrial Policy and Promotion (DIPP) is also exempted from payment of cost of RFP
13.	Earnest Money Deposit	Bidder has to submit the “Bid Security Declaration” on their organizations letter head duly signed and stamped by their authorized signatory” accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposals (RFP) document, they will be Blacklisted.

		In case, change in any Govt guidelines related to EMD then bidder has to adhere the same accordingly.
14.	Contact to Bidders	Interested Bidders are requested to send the email to Sh Aditya Thakkar (SM-IT) at <a href="mailto:itdhw@pnb.co.in">itdhw@pnb.co.in</a> , Sh Rohit Raina (CM-IT) at <a href="mailto:rohitraina@pnb.co.in">rohitraina@pnb.co.in</a> containing following information, so that in case of any clarification, the same may be issued to them: (a)Name of Bidder, (b)Contact person, (c)Mailing address with Pin Code,(d)Telephone No., Fax No., Mobile No.(e) e-mail etc.

**NOTE**

1. All the interested Bidders, who have not registered earlier with e-procurement site(<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least Two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in)
3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates(or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in).
5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. The indicative commercial bids to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
8. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk Telephone No 011-23724596 from 10.00 am to 05.00 pm (except Sundays and Bank holidays).

## IMPORTANT INSTRUCTION FOR SUBMISSION OF BID

1. The technical bid should be submitted in a single hard-bound file with not more than 200 pages (200 sides). No loose pages must be submitted.
2. Both the technical bid and approach paper should be sealed inside a single envelop only.
3. **All pages of the Bid Document must be serially numbered** and each page must be manually/physically signed by the authorized signatory and stamped by Bidder's Official seal. No document should contain photocopy/stamp of the sign.
4. The Entire bid document must be signed by a Single Authorized Signatory Only. If Bank seeks any clarification during the evaluation, the clarification documents should also be signed by the same authorized signatory who has signed the bid documents.
5. All Annexures must be on the letter head of the Bidder. **All documents, addressed to the Bank, should be submitted in Original.**
6. 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.
7. **Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**
8. All supporting documents must be submitted in readable form.
9. The Technical bid documents must be mandatorily submitted in the following order, with the below index:

Sr.No.	Documents	From Page	To Page
1	Proof of RFP Cost		
2	Proof of EMD-Undertaking to be submit		
3	Power of Attorney and Copy of Board Resolution		
4	Terms and Conditions (Annexure-I)		
5	Undertaking By The Bidder (Annexure-II)		
6	Compliance To Eligibility Criteria (EC) (Annexure III)		
7	Bidders Information (Annexure-IV)		
8	Compliance Statement (Annexure-V)		
9	Certificate of Incorporation		
10	Undertaking for Prime Bidder (EC-Point 2)		
11	Details of Support Center (EC-Point 3)		
12	Documents against Bidder's Experience (EC-Point 4)		
13	Manufacturer's Authorization Form (MAF) (Annexure-X)		
14	Undertaking for being the OEM of the offered Application(Annexure-XI)		
15	Turnover Certificate by CA(Annexure-IX)		
16	Audited Balance Sheets & Profit & Loss Statements		
17	Litigation Certificate (Annexure-VII)		
18	Undertaking For Non- Blacklisted(Annexure – VIII)		
19	Labour Law Compliance Undertaking		
20	Undertaking as per (Annexure – XII)		
21	Undertaking as per (Annexure – XIII)		
22	Complete Bill of Material (BOM) of the offered solution		
23	Escalation Matrix		
24	Integrity Pact (Annexure – XVI)		
25	Any other document required to substantiate eligibility/experience etc.		

**\*Non-Compliance to any of the points above may lead to rejection of the bid and Bank's decision will be final and binding on all participating bidders.**

**\*Submission of commercial bids:- "The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid, except in the indicative commercial bid which is to be submit online only in bank's e-procurement portal"**

## 1. INTRODUCTION:

Punjab National Bank (PNB) has taken many IT initiatives. Bank has Computerized 100% of its branches and has implemented a Centralized Banking Appliance (CBS) with Data Centre at New Delhi and Disaster Recovery Site at Mumbai. The centralized Banking Appliance covers all the 7000 plus SOLs (Service Outlets), which are connected to the Data Centre and DRS through an Enterprise Wide Network which is a two tier meshed architecture. The mode of connectivity to the branches/offices is a combination of Leased Lines, ISDN Lines, MPLS, VSATs, Radio Links and other forms of connectivity, which may emerge in the near future.

Bank has also implemented Security Operation Centre (SOC) and integrated the servers / devices for log analysis and monitoring of servers / devices installed across the Bank network. Bank has implemented Enterprise Data Ware House Project to provide better access to information, to foster better and more informed decision-making, besides providing statutory reporting and MIS for the Bank.

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

## 2. PURPOSE OF THE PROJECT:

The purpose of this RFP is to select a vendor for carrying out support services of security solutions at endpoints related to AD/DM/AV/ATP solutions for the Amalgamated Entity (i.e. entity after amalgamation of Punjab National Bank, Oriental Bank of Commerce and United Bank of India.

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

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

## 3. SCOPE OF WORK:

The scope of work of this RFP broadly includes Support Services activities which are as follows:

### A. Support Services

#### i. Field Support Engineer (ADDM, AV and related security solutions)(at CO/ZO/HO locations)

The following activities will be undertaken as per the requirements and guidelines of Headoffice in coordinate with PNB officials of respective offices.

1. Support engineer shall create PC Login AD User Id for new users under its Head office/Circle Offices Branches/Offices and connected Zonal Office at the time of new joining for PNB employee/Contracted Vendors for use of PNB PCs.
2. Support engineer shall disable the User Id of contracted vendors once the contract for the project is completed.
3. Support engineer shall disable the user Id of PNB employee at the time of retirement/resignation.

4. Support engineer shall disable the user Id of PNB employee in case of long leave/suspension and reactivation once the user joins back the office.
5. At the time of transfer of an employee, Circle support engineer shall for the activity change the OU (if within the circle) *i.e transfer of User PC login Id from one branch Office to Other new location Branch Office*. If outside circle, inter-Circle transfer shall be handled at HO: Central AD-DM Help Desk.
6. In case AD user under the Circle Office Branches/Offices forgets his PC login password or unable to login in case of any error. Support engineer shall assist for troubleshooting the error if any or Reset the PC Login password for AD users, after verifying the authenticity through valid email request.
7. In case PC gets locked due to 5 Times wrong attempt of PC login password by AD user under the HO/Circle Office Branches/Offices, Support engineer shall Unlock user's account, if not automatically unlocked after 5 minutes of locking period.
8. Support engineer shall assist for migration of all new & existing endpoints of respective Circle Branches/ Offices in AD-DM disabling local administrator in endpoints.
9. Support engineer shall ensure to verify that correct SOL wise computer naming convention is followed while giving host name to a new system.
10. Support engineer should ensure that Desktop Management updated agent is installed in all endpoints of the HO office/branches under circle offices/zonal offices.
11. If any system is formatted due to any Issue, support engineer shall ensure that same has been added back to AD-DM environment after re-installation of Operating system. *Same hostname to be provided as before to the reinstalled System*.
12. If any system under AD-DM has to be disposed, same should be removed from AD console, and Central HO helpdesk team to be informed so that hostname of the system is deleted from directory and same is made available for re-use.
13. Support engineer shall have to perform all works related to AD-DM solution implementation and operation support allotted by HO/Circle Office IT Team on day to day reported issues.
14. Support engineer should visit the branches/offices for migration of endpoints in ADDM and resolution of the issues wherever required at no extra cost to the Bank.
15. Support engineer should coordinate with local hardware and other support engineers wherever required for troubleshooting and resolution of ADDM related issues.
16. Support engineer to share Installed Software reports in the endpoints with local PNB IT Team on regular basis in coordination with DC/DR central support team.
17. Support engineer in coordination with Circle Office should take required actions for removal of unauthorized software's (as identified by Bank team) from end-point using uninstallation feature of Desktop Management Tool remotely or manually wherever required.
18. Support engineer shall push and install any new software / software upgraded version on end-points through Desktop Management Tool in coordination with PNB local IT Team and DC DR central helpdesk team.
19. Support engineer shall verify the applied OS patches/Software patch on all endpoints to ensure compliance of OS/Software vulnerability with respect to all security Bulletins released time to time.
20. Support engineer shall be responsible to share Patching reports with local PNB IT Team on regular basis.
21. Deploy patches on endpoints manually where the patches are not able to get installed through Desktop Management Tool due to any issues.
22. Support engineer shall ensure to act upon and timely closure of all tickets related to AD-DM raised in Service manager / SPSD (Banks existing Tool) from the branches/offices under the Circle.
23. Support engineer shall troubleshoot any reported AD-DM issues from the Circle using remote or with visit wherever required.
24. Any other work assigned to the engineer by PNB team related to ADDM.
25. Support engineer would assist for installation of Antivirus and related solutions on each endpoint of the Bank.
26. Support engineer should ensure to keep all the endpoints updated with latest AV definitions.

27. Support engineer should move the endpoints into correct group based on branches.
28. Support engineer should troubleshoot and resolve any issue on endpoint due to Antivirus and related solutions.
29. Support engineer shall assist offices for maintaining the inventory of all desktops, network devices, printers and scanners available at the respective offices as per the format of bank's Inventory tool which will include the AMC, warranty details.
30. Support engineer shall assist in managing and resolving the tickets and calls raised from branches for desktop related issues.
31. Support engineer should provide the resolution through remote wherever possible or through local engineers at branch center or through physical visits wherever required within the SLA time.
32. Whenever required, the vendor will visit Bank's Branch/offices, without any extra cost to the Bank.
33. If Bank procure any Management Tool during the contract period, the successful bidder of this RFP has to provide the support and bank will provide SOP for doing day today operations.

**ii. Scope of Work for DC-DR Support engineers for ADDM and related solutions**

ADDM comprises of below applications deployed in Bank:

- Microsoft Active Directory
  - Radia Desktop Management Solution (OEM- M/s Accelrite )
  - Data Center Automation (OEM-M/s Microfocus)
  - UCMDB (OEM-M/s Microfocus)
  - Asset Manager (OEM-M/s Microfocus)
  - Service Manager (OEM-M/s Microfocus)
1. Coordination for All activities to be performed by field support engineers for ADDM
  2. Support team at DC/DR shall be responsible for maintenance and monitoring for all the servers related to Active Directory and Desktop Management including the servers of UCMDB, Data Center Automation, Service Manager and Asset Manager tools of M/S Microfocus.
  3. Support engineer shall be responsible for upgradation of Operating System of the servers covered under ADDM Solution and Application software of all applications (AD, DM, UCMDB, DCA , SM , AM) at no extra cost whenever available after taking approvals from the PNB team
  4. Support engineer shall be responsible for managing the Active directory application and provide support for implementing all the security related policies through Active directory in coordination with Security team.
  5. Support engineer shall be responsible for below activities related to Desktop Management tool:
    - Deploy Windows OS patch/Software patch on all the endpoints of the Bank.
    - Ensure resolution of issues related to OS/Software Patching on endpoints.
    - Acquisition of new OS and Software patches on Desktop Management tool whenever released from respective OEMs
    - Test the patches in testing environment before deploying in endpoints
    - Deployment of Software's on endpoints
    - Inventory collection for hardware and software details of endpoints through Desktop Management tool.
    - Any other work related to smooth functioning of Desktop Management solution
    - Any other work assigned by PNB team related to Desktop Management tool
  6. Support engineer shall be responsible for managing the Application related to UCMDB, AM, SM, DCA as per the requirement of the Bank.
  7. Support engineer shall assist in analysis of Security Audit recommendations on the applications/databases of ADDM and after analysis, implementation of security recommendation for ADDM solution.

8. Support engineer shall assist in Activities mentioned below and any other activities being assigned related to ADDM solution by PNB team:
  - Monitoring & Maintenance of Hardware & Software
  - Monitoring and Maintenance of the Database
  - Monitor the issues encountered due to storage and in coordination with Bank and storage vendor should take it to resolution.
  - Configuration and patching of all OS and application on regular basis as per Bank's policy.
  - Trouble shoots faults & problem resolution.
  - Open a case with Backend team for problem resolution or knowledge sharing.
  - Open a case with product Supplier in the event of component malfunction or system failure and same need to be followed up for early resolution
  - Open a case and coordinate with OEM to resolve bug fixes & patches.
  - Escalation with Vendors/Service Providers/ OEM for any failures, response and issues.
  - Report incident to Bank according to escalation matrix.
  - Provide proper RCA, Preventive action and Proactive action of the problem.
  - Maintaining inventory of all devices/software/servers belonging to ADDM along with their version, licenses, AMC and other details.
  - Checking of version updates and patch releases and other updates on regular basis.
  - Proactive monitoring of devices/servers/ utilization, CPU utilization, memory utilization, bandwidth/link utilization, errors, space and services on servers, connections etc. and perform corrective actions.
  - Upgradation of respective applications software and Server operating system whenever required as part of compliance.

**iii. DC-DR support Scope of Work for Antivirus (AV) and ATP solution**

1. Bidder shall be responsible for installation of antivirus patches within one week on daily security update definition release and within 3 months for upgradation of software solution version on all PCs/Servers.
2. Bidder shall ensure that AV solution should be able to effectively utilize the bandwidth using bandwidth throttling mechanism during business hours and non-business hours and shall be responsible for update of definition files at endpoints at the available bandwidth.
3. Bidder shall ensure that AV solution should be configured to allow/not allow machines to connect into network unless latest updates are done in machine based on group policy of SPS solution.
4. Bidder shall be responsible to provide all the functionalities which the SPS/SMS/Symantec critical system protection software/supports.
5. Bidder shall be responsible for Coordination and responsible for all activities to be performed by field support engineers for Antivirus, ATP and related solutions.
6. Support team at DC/DR shall be responsible for maintenance and monitoring for all the servers related to Antivirus, Endpoint DLP, ATP, SMG, SMS etc.
7. Support engineer shall be responsible for upgradation of Operating System of the servers covered under Antivirus, Endpoint DLP, ATP, SMG, SMS etc. at no extra cost whenever available after taking approvals from the PNB team
9. Support engineer shall be responsible for managing the Antivirus, ATP and related application and provide support for implementing all the security related policies through the above solutions.
10. Support engineer shall be responsible for managing the Application related to Antivirus, Endpoint DLP, SPS, SMS, SMG and ATP solution as per the requirement of the Bank.
11. Support engineer shall assist in analysis of Security Audit recommendations on the applications/databases of Antivirus, Endpoint DLP, SPS, SMS, SMG and ATP solution and after analysis, implementation of security recommendation for above solution.

12. Support engineer shall assist in Activities mentioned below and any other activities being assigned related to Antivirus, Endpoint DLP, SPS, SMS, SMG and ATP solution by PNB team:

- Monitoring & Maintenance of Hardware & Software
- Monitoring and Maintenance of the Database
- Monitor the issues encountered due to storage and in coordination with Bank and storage vendor should take it to resolution.
- Configuration and patching of all OS and application on regular basis as per Bank's policy.
- Trouble shoots faults & problem resolution.
- Open a case with Backend team for problem resolution or knowledge sharing.
- Open a case with product Supplier in the event of component malfunction or system failure and same need to be followed up for early resolution
- Open a case and coordinate with OEM to resolve bug fixes & patches.
- Escalation with Vendors/Service Providers/ OEM for any failures, response and issues.
- Report incident to Bank according to escalation matrix.
- Provide proper RCA, Preventive action and Proactive action of the problem.
- Maintaining inventory of all devices/software/servers belonging to solutions along with their version, licenses, AMC and other details.
- Checking of version updates and patch releases and other updates on regular basis.
- Proactive monitoring of devices/servers/ utilization, CPU utilization, memory utilization, bandwidth/link utilization, errors, space and services on servers, connections etc. and perform corrective actions.

**iv. Requirements:**

- Antivirus support engineers for Head office (DC & DR) - Total 5 engineers in Head office location providing support for 8 am to 8 pm (in shifts) on all days. Scope as per clause C.iii of Scope of Work.
- Active Directory Senior Engineer (DC & DR) - Total 1 engineer in Head office location providing support on working days from 10 am to 6 pm. Scope as per clause C.ii of Scope of Work
- Active directory Support Engineers (DC & DR) - Total 2 engineers in Head office location providing support on all days from 8 am to 8 pm. Scope as per clause C.ii of Scope of Work
- Desktop Management support engineers (DC & DR) - Total 2 engineers in Head office location providing support on all days from 8 am to 8 pm. Scope as per clause C.ii of Scope of Work
- System Administrator for ADDM solution (DC & DR) - Total 3 engineers in Head office location providing support on all days 24\*7. Scope as per clause C.ii of Scope of Work
- Helpdesk support engineers for ADDM solution (DC & DR) - 2 engineers in Head office Sansad Marg providing support on working days from 10 am to 6 pm. Scope as per clause C.ii of Scope of Work
- Field support engineers for Antivirus, Active Directory and Desktop Management solution (at CO/ZO). Scope as per clause C.i of Scope of Work. Required for 161 circles, 24 Zones and Head office locations, other than Data Center. The quantity will vary based on the

actual requirements. However, the total resources required would around 350 resources. The support should be provided on all working days from 10 am to 6 pm.

**Note: Bidder should factor leaves and weakly offs of the resources in the support cost itself and should ensure that minimum numbers of engineers should be available on all days as mentioned in the requirement and any absence would attract penalty as per terms and conditions.**

**V. Education and Experience Requirements:**

**A) Anti-Virus Support engineers for DC & DR**

**Minimum Education qualification required:**

AV Support engineer must have minimum B.E./B.Tech/MCA from any UGC recognized university in India.

**Minimum Experience required:**

AV Support engineer must have minimum one year hands on experience on IT including AV administration. The support engineer should be having or should obtain certification on Symantec end-point technology within 3 months of deputing to the bank.

**B) Active Directory Senior Engineer: (DC & DR)**

B.E./B.Tech in Computer Science/IT/Electronics/Electronics & Telecommunication or equivalent.

**Experience:** Minimum 8 Years of IT experience out of which at least 5 years should be on Active directory implementation.

**Mandatory Skills:** Installation of Active Directory, Implementation Experience of ADFS, ADDS, AD LDS, AD CS, AD RMS, AD DNS, LDAP, AD Schemas, AD Forests etc.

**C) Active Directory Support Engineers: (DC & DR)**

B.E./B.Tech in Computer Science/IT/Electronics/Electronics & Telecommunication or equivalent or MCA

**Experience:** Minimum 3 Years of IT experience out of which at least 2 years should be on Active directory implementation and/or support.

**Desirable:** ITIL or related certification

**D) Desktop Management support engineers (DC & DR)**

B.E./B.Tech in Computer Science/IT/Electronics/Electronics & Telecommunication or equivalent or MCA

**Experience:** Minimum 3 Years of IT experience out of which at least 2 years should be on Desktop Management implementation and/or support

**Desirable:** ITIL or related certification and experience on Radia Desktop Management solution

**E) System Administrator for ADDM Solution (DC & DR)**

B.E./B.Tech in Computer Science/IT/Electronics/Electronics & Telecommunication or equivalent or MCA

**Experience:** Minimum 3 Years of experience as Database Administrator and OS Administrator

**Desirable:** OS/DB Administration Certification

**F) Helpdesk support engineers for ADDM solution (DC & DR)**

Diploma in Computer Science/ECE/IT/similar technology related stream post 10<sup>th</sup>/12<sup>th</sup> standard (total study period – 10+3 or 10+2+2 pattern) from any polytechnic institute in India recognized by respective State Boards. Minimum two year post qualification experience in IT support/ITES/IT area out of which atleast one year is to be on AD/DM solution)

**G) Field support engineers for Antivirus, Active Directory and Desktop Management solution**

Diploma in Computer Science/ECE/IT/similar technology related stream post 10<sup>th</sup>/12<sup>th</sup> standard (total study period – 10+3 or 10+2+2 pattern) from any polytechnic institute in India recognized by respective State Boards. Minimum one year post qualification experience in IT support/ITES/IT area.

**Note: Acceptance of Resources by the Bank for DC & DR**

**Bank reserves the right to interview the resources before deployment. If the allotted resources does not perform satisfactorily in the interview, Bidder will have to provide a better competent resource in replacement. If for a particular domain, allotted resources are rejected more than 3 times, Bank reserves the right to penalize the bidder at the rate applicable for non-availability of resources.**

**Other conditions:**

- a. Bank reserves right to cancel the contract at any time in case system fails to meet any of the requirements as mentioned in the RFP.
- b. No right to employment in the Bank shall accrue or arise, at any point of time under this project.
- c. A detailed agreement will be done with the vendor specifying roles and responsibilities.
- d. Obtaining of the Road permits or any other document for delivery of the material till Bank's premises will be the sole responsibility of the vendor. The vendor shall arrange road permit for locations applicable at no extra cost to the Bank. However, Bank will sign the necessary forms as purchaser, as per the requirements.

## **INSTRUCTION TO BIDDERS**

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

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

### **2. COST OF BIDDING**

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

### **3. BIDDING DOCUMENT**

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

### **4. LANGUAGE OF BIDS**

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

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

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

### **6. AMENDMENT OF BIDDING DOCUMENTS**

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

### **7. VALIDITY OF BID DOCUMENT**

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

### **8. LATE BID**

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

## 9. BID CURRENCY

Prices shall be expressed in the Indian Rupees only.

## 10. BID EARNEST MONEY

Bidder has to submit the "Bid Security Declaration" on their organizations letter head duly signed and stamped by their authorized signatory" accepting that if they withdraw or modify their bids during period of validity of the bid, or if they are awarded the contract and they fail to sign the contract, or fails to submit a performance security before the deadline defined in the request for proposals (RFP) document, they will be Blacklisted.

In case, change in any Govt guidelines related to EMD then bidder has to adhere the same accordingly.

## 11. BIDDING PROCESS (TWO STAGES)

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

- Technical bid
- Commercial bid

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

### a) TECHNICAL BID

### b) COMMERCIAL BID

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

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

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

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

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

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

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

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

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

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

#### **The commercial bid should be submitted online only.**

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

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

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

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

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

previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

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

Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>. **Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.**

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

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

## **16. CONTACTING THE PURCHASER**

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

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

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

## **18. LOCAL CONDITIONS**

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

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

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

## **20. OPENING OF BIDS**

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

## **21. CLARIFICATIONS OF BID**

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

## **22. PRELIMINARY EXAMINATION**

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as

underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

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

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

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

### **23. REVELATION OF PRICES**

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid, which is to be submit online only in bank's e-procurement portal. Failure to do so will make the bid liable to be rejected.

### **24. EVALUATION AND AWARD CRITERIA**

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

#### **First Stage: (Technical Evaluation)**

1. Bid document must be submitted in a single hard bound file. (No loose pages must be submitted). **All pages of the Bid Document must be serially numbered and must be properly signed by the authorized signatory and stamped by Bidder's Official seal.** All Annexures must be on the letter head of the Bidder, except those which are to be provided by OEM/CA/third party. All documents, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).
2. All third party documents must be signed by their authorized signatory and his/her designation, Official E-mail ID and Mobile no. should also be evident. Bidder is also required to substantiate whether the person signing the document is authorized to do so on behalf of his company. Inability of the bidder to prove the genuineness/authenticity of any third party document may make the bid liable for rejection.
3. Technical bid opening will be done in presence of authorized representatives of all the bidders (if they choose to be present) who have submitted technical bid successfully (both online & in Hard Bound File) within the stipulated time lines set by the Bank.
4. First of all, the RFP Cost and EMD of all bidders will be verified. If any RFP Cost/EMD is not found in order, that bidder will be declared ineligible for further participating in the tender process.
5. After that technical bids will be evaluated based on the eligibility criteria defined in the RFP document. Bids complying with all the eligibility criteria and confirming compliance to all the terms & conditions of RFP document would be further evaluated on technical parameters.

6. Bidders satisfying the requirements as determined by the Bank, accepting the terms and conditions of this document and successfully demonstrating the capabilities of their solution in the Presentation shall be short-listed for further process.
7. PNB will determine to their satisfaction whether the bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the contract. The decision of PNB will be final in this regard.
8. The Bank reserves the right to accept or reject any product/ item/ technology/ module/ functionality proposed by the bidder without assigning any reason thereof. The Bank also reserves the right to reject any Bid, in case any of the Technical Specification is not in compliance to Bank's requirement. Decision of the Bank in this regard shall be final and binding on the bidders.
9. **The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.**

### **Second Stage: (Commercial Evaluation)**

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

1. The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.
2. After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any arithmetic errors will be rectified as per clause 22-Preliminary Examination.
3. The bidders will be required to quote for all the items required by the Bank.
4. **Price Variation Factor**
  - i) "If a bidder quoting higher prices, higher by more than 40% as compared to the average quoted prices (of all technically qualified bidders) for all items in aggregate, the same bidder shall not be called for reverse auction process". If due to such price variation factor, a bidder is not found eligible to be called for reverse auction and only one bidder is left commercially eligible, in such a situation, Bank reserves the right to negotiate with the L1 bidder.
  - ii) Price variation (both high or low) may also be considered for any particular item i.e. bidder quoting abnormally high or abnormally low prices against any item/s may also be liable for rejection.

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

### **25. REVERSE AUCTION**

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

be as per Bank's Discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

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

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

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

## **26. CANCELLATION OF BID/ BIDDING PROCESS**

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

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

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

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

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

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

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

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

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

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

**2. DURATION OF CONTRACT**

Bank will enter into contract initially for a period of 5 years from the date of signing of SLA with option of further extension of contract, for another two terms of 1 year each, at the same rate and same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion.

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

**3. PERFORMANCE BANK GUARANTEE**

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

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 3% of Total Purchase Order value, within one month of acceptance of purchase order & valid for a period of 5 years plus 6 months from the date of entering into contract.
- b) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- c) EMD Money of un-successful bidders will be returned on completion of RFP process whereas EMD of successful bidder will be returned on submission of the Performance Bank Guarantee. No interest will be paid on EMD.
- d) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- e) The Performance Bank Guarantee will be furnished for due performance of the complete solution.
- f) No interest on PBG will be paid by Bank.

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

- a. Orders will be placed by the respective HO Division/Department/Field Office. The vendor (successful bidder) shall have to accept and acknowledge orders within 15 working days from the date of order placement. Bank has a right to cancel the order and forfeit the entire EMD amount if the same is not accepted within a period of 15 working days from the date of order, otherwise it will be considered as accepted.
- b. Bank is not bound to issue the Purchase order of any type of support service (DC/DR/Field) for a period of 1 year i.e. Bank may place the order for any shorter period also, as required, upto to a minimum of 3 months.

## 5. NOT ACCEPTANCE/ NON EXECUTION OF ORDER

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

## 6. DELIVERY AND IMPLEMENTATION

1. The support engineers at all location must be deployed within 4 weeks from the date of Purchase order released by respective offices.

## 7. PAYMENT, PENALTY, DELIVERY AND TIMELINES

Payment will be made quarterly in arrears by respective offices.

### **Penalty due to Absence of Onsite Engineer (either at DC/DR or Field)**

In the absence of the deployed engineer, suitable replacement is to be provided on immediate basis. In case of absolute absence (when no replacement is provided), penalty would be deducted @ 1.5 times of each day cost and maximum upto 10% of the quarterly invoice.

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

Cost of the project and its components shall remain the same during the contract period.

If at any stage, the delay by the Vendor or absence of onsite engineer is such that the Penalty deducted for it reaches its maximum value for that stage, **Bank reserves the right to Cancel the Purchase Order, Terminate the Contract, Forfeit the Performance Bank Guarantee and Blacklist the Vendor. Bank, at its sole discretion, may exercise any or all of the options against the Vendor, in such circumstances.**

## 8. INSURANCE

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

## 9. SERVICE LEVEL AGREEMENT

The selected vendor will also have to enter into a Service level agreement for Service Support and Maintenance of complete solution as per the terms and conditions of the RFP and covering the scope of work and technical requirements.

The non-delivery of any 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. The onsite engineers/representative deployed by the successful vendor will not claim any benefit from the Bank and any loss or damage to the Bank due to them will be the sole responsibility of the Vendor.

## **10. TAXES**

The rates quoted in Performa for Indicative Commercial offer should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.

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

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

- a) Non submission of acceptance of order within 15 working days of placement of Purchase Order.
- b) Non submission of Performance Bank Guarantee within stipulated time as specified in the RFP.
- c) Non signing of contract within the time specified by Bank.

## **12. SIGNING OF PRE CONTRACT INTEGRITY PACT**

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

## **13. DELAYS IN THE SUPPLIER'S PERFORMANCE**

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

## **14. INDEMNITY**

The bidder assumes responsibility for and shall indemnify and keep the Bank harmless from all liabilities, claims, costs, expenses, taxes (except GST) and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the bidder's obligation under these general conditions or for which the bidder has assumed responsibilities under the purchase contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the bidder or bidders in connection with the performance of any system covered by the purchase contract. The bidder shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the purchase contract and to protect the Bank during the tenure of purchase order. Where any patent, trade mark, registered design, copyrights and/ or intellectual property rights vest in a third party, the bidder shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.

In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the bidder covered under the purchase contract or the use thereof, the bidder agrees and undertakes to defend and / or to assist the Bank in defending at the bidder's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank, Vendor ( successful bidder) will also assume full responsibility of any loss or damage caused due to any of their onsite engineer/representative.

## **15. TERMINATION OF CONTRACT**

The quality of services given by the bidder & progress of the project will be reviewed monthly and if the services are not found satisfactory, the Bank reserves the right to terminate the contract by

giving 30 days' notice to the bidder, including 15 days curing period. The decision of the Bank regarding quality of services shall be final and binding on the bidder. The Bank shall have the right to terminate/cancel the contract with the selected bidder at any time during the contract period, by giving a written notice of 30 days, for any valid reason, including but not limited to the following :

- a) Excessive delay in execution of order placed by the Bank
- b) Discrepancies / deviations in the agreed processes and/or products
- c) Failure of vendor (successful bidder) to complete implementation of appliance within the time as specified in the RFP document
- d) Violation of terms & conditions stipulated in this RFP.

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

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

## **16. GOVERNING LAWS AND DISPUTES**

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

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

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

## **17. PATENT RIGHTS**

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

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

## **18. CONTRACT BETWEEN BANK AND SHORTLISTED BIDDER**

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

## **19. PRINCIPAL TO PRINCIPAL RELATIONSHIP**

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

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

## **20. LIMITATION OF LIABILITY**

Vendor's aggregate liability under the contract shall be limited to a maximum of the contract value. This limit shall not apply to third party claims for

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

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

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

## **25. CONFIDENTIALITY**

The bidder shall not, without the written consent of the Bank, disclose the contract or any provision thereof, any specification, or information furnished by or on behalf of the Bank in connection therewith, to any person(s).

The bidder shall not, without the prior written consent of the Bank, make use of any document or information except for purposes of performing this agreement.

## **26. ASSIGNMENT**

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

## **27. FORCE MAJEURE**

Notwithstanding the above provisions, the successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure. For purposes of this clause, "force majeure" means an event beyond the control of the bidder and not involving the bidders' fault or negligence and not foreseeable. Such events may include, but are not restricted

to, war or revolution and epidemics. If a force majeure situation arises, the bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

## **28. NON DISCLOSURE**

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

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

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## UNDERTAKING FROM THE BIDDER

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

Sir

**Req.: Our bid for RFP for Support Services for IT Security solutions related to endpoints**

We submit our Bid Documents herewith.

We understand that

- You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid.
- If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the purchaser to do so, a contract in the prescribed form. Till such a formal contract is prepared and executed, this bid shall constitute a binding contract between us and Bank.
- If our bid is accepted, we are responsible for the due performance of the contract.
- You may accept or entrust the entire work to one Bidder or divide the work to more than one bidder without assigning any reason or giving any explanation whatsoever.
- In case the OEM stops supporting the Management & Audit tool, procured through this RFP, at any time during the contract period, it will be our responsibility to provide solution from alternate OEM and implement the same and provide support for the remaining contract period, without any additional cost to the Bank.

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

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

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## ELIGIBILITY CRITERIA OF THE BIDDER

S.N.	Eligibility Criteria	Supporting Documents to be submitted	Compliance (Yes/No)
1	The bidder should be registered as a company in India as per Company Act 1956 & 2013/ Partnership Bidder registered under LLP Act, 2008, operating since last 5 years as on the date of Bid Submission date of RFP.	Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc.	
2	Firm should be prime bidder and no consortium is allowed for the support services to be offered	Undertaking to be submitted	
3	The bidder should have Support centers in India. However, support centers at Delhi/NCR & Mumbai, Kolkata are desirable	Undertaking to be submitted with details of support center like address, contact details, no. of Support engineers	
4	<p>The bidder should have provided support services for AD/AV/DM in atleast 10000 endpoint of a single client in last 3 year as on bid submission date. The client should be organizations under the category of nationalized banks / BFSI / PSU / Govt. Organizations / Financial Institution / private sector enterprise.</p> <p>OR</p> <p>The bidder should have provide support services for AD/AV/DM across atleast 10 states of India in last 3 years, as on bid submission date. for a single client. The client should be organizations under the category of nationalized banks / BFSI / PSU / Govt. Organizations / Financial Institution/ private sector enterprise.</p>	<p>Satisfactory Performance Certificate from the Clients as per Annexure-VI.</p> <p>OR</p> <p>Purchase Order along with Email from the client containing all the required information.</p> <p><i>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation &amp; Mobile no.</i></p> <p>OR</p> <p>Copy Of Work Order along with Installation Certificate signed &amp; stamped by the Client</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p> <p><i>(Kindly note that any of the above documents submitted must be sufficient enough to certify OEM's/bidder's experience, must be authentic and must also contain all the material information as required in Annexure-VI)</i></p>	
7	<p>The bidder should have a minimum turnover of INR 5 crores (Rupees Five crores) per annum from Its Indian Operations from IT security services/solutions , for the past each 3 financial years i.e. 2017-18, 2018-19 &amp; 2019-20</p> <p>AND</p> <p>The bidder should have positive networth during the last two financial years.</p>	Provide CA Certificate with valid UDIN, as per Annexure- IX and Audited Financial statements (Balance sheet & Profit & Loss statement) for the last three (3) Financial years. The CA certificate provided in this regard should be without any riders or qualification,	
8	The bidder should not be involved in any litigation which threatens solvency of company.	Certificate is to be provided by the chartered accountant/statutory auditor with valid UDIN, as per Annexure- VII	
9	Bidder should not have been black listed by the Government / Government	Undertaking to be provided as per Annexure-VIII	

	agency / Banks / Financial Institutions in India during last 3 years. Self Certificate/Undertaking is to be provided.		
10	Labour Law Compliance	Undertaking to be submitted	
11	Compliance statement	Bidder to submit the compliance statement as per Annexure-5 on its letter head duly signed by Authorized signatory.	

**NOTE:**

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.

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## BIDDER'S INFORMATION

S. N.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST No.				
7	Whether MSME(quote registration no. and date of registration, copy to be attached)				
8	Whether bidder eligible for preference to domestically manufactured electronic products (DMEP) in government procurement vide notification dated 23.12.13 and guideline dated 16.11.15 as amended from time to time and updated in ministries web site – www.deity.gov.in/esdm/pmn as applicable to the Bank.				
9	Bank Account Detail:Account Number, Account Name, IFSC, Bank Name				
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
11	Specimen Full signature				
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Details of Service Support Center in Delhi/NCR , Mumbai & Kolkata	Complete Address: No. of Support Engineers: Contact Person (Name & No.): Email ID:			
14	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
15	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
16	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	FY	Turnover Rs.(in Cr)	Net Profit/Loss Rs. (in lacs)	Net Worth Rs. (in Cr)
		2017-18			
		2018-19			
		2019-20			

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

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

Signature of Authorized Signatory

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

## COMPLIANCE STATEMENT

**Req.: RFP for Support Services for IT Security solutions related to endpoints****DECLARATION**

Please note that any deviations mentioned anywhere in the Bid Document will not be considered and evaluated by the Bank and the bid will be summarily rejected and no further clarification will be sought. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

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

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

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

**Signature of Authorized Signatory**

Name of Signatory:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company

**FORMAT FOR PERFORMANCE CERTIFICATE**

(Note: Use the applicable portion for the respective eligibility criteria)

**To be provided on letter head of the issuing Bank**

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

Sir,

**Req.: RFP for Support Services for IT Security solutions related to endpoints**

This is to certify that M/s \_\_\_\_\_ has implemented AD/AV/DM in \_\_\_\_\_ endpoints (no. of endpoints) in our organization from \_\_\_\_\_ to \_\_\_\_\_ and the services of M/s \_\_\_\_\_ are satisfactory.

OR

This is to certify that M/s \_\_\_\_\_ has provided support services for AD/AV/DM across \_\_\_\_\_ states in India, in our organization from \_\_\_\_\_ to \_\_\_\_\_, and the services of M/s \_\_\_\_\_ are satisfactory.

OR

This is to certify that \_\_\_\_\_ solution which is a Management & Audit Tool for Active Directory, originally developed by \_\_\_\_\_ (OEM Name) is running in our organization since \_\_\_\_\_, and the tool is working satisfactory.

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

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

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

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

## LITIGATION CERTIFICATE

**Req.: RFP for Support Services for IT Security solutions related to endpoints**

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

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

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

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

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor:**

**Designation:**

**Seal of Company**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## UNDERTAKING FOR NON- BLACKLISTED

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

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

Sir,

**Reg.: RFP for Support Services for IT Security solutions related to endpoints**

We M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ do hereby confirm that we have not been blacklisted/ debarred by the Government / Government agency / Banks / Financial Institutions in India during last 3 years. This declaration is been submitted and limited to, in response to the tender reference mentioned in this document

Thanking You,  
Yours faithfully,

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

## TURNOVER CERTIFICATE

**Req.: RFP for Support Services for IT Security solutions related to endpoints****To be provided by Statutory Auditor/Chartered Accountant**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies act, 1956 with its headquarters at, \_\_\_\_\_ has the following Turnover, Net Profit/Loss and Networth from its Indian Operations from IT security services/solutions, for the past 3 financial years i.e. 2017-18,2018-19 & 2019-20

This information is based on the Audited Financial Statements for 2017-18,2018-19 & 2019-20

Financial Year	Turnover (in Rs.)	Net Profit/Loss (in Rs.)	Net Worth (in Rs.)
2017-18			
2018-19			
2019-20			

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

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

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

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

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

Sir

**Req.: RFP for Support Services for IT Security solutions related to endpoints**

We hereby submit the following:-

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ which is a AD Management & Audit solution (Name of the product/Solution etc), being offered to Punjab National Bank through M/s \_\_\_\_\_ (Bidder's Name), who is our authorized Partner/representative in India for supply of this Product/Solution and we have the IP (Intellectual property) rights of the offered solution.
2. We agree to provide services as per the scope of work and technical specifications of this RFP through our partner M/s \_\_\_\_\_
3. In case the bidder i.e. M/s \_\_\_\_\_ is not able to perform obligations as per RFP during the contract period (like if bidder ceases to exist from the ICT Industry, stops services or support to the Bank, terminates contract due any reasons with Bank or due to any other reason), we will perform the said obligations, as per given scope of work of RFP, either directly or through mutually agreed third party/any other authorized Partner of ours.
4. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly/software used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
5. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace it with an Original & new component. We also take full responsibility of both Parts & Service SLA as per the content even if there is any defect by our authorized Service Centre / Reseller / SI etc.
6. We hereby further undertake to supply the only new components and no refurbished or recycled components will be supplied.

Date:

Place:

Yours faithfully

Signature of Authorized Signatory

Name of Signatory:

Designation:

Seal of Company

## UNDERTAKING FOR BEING THE OEM OF THE OFFERED PRODUCT

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

Sir

**Req.: RFP for Support Services for IT Security solutions related to endpoints**

We hereby submit the following:-

1. We, M/s \_\_\_\_\_ are the OEM of \_\_\_\_\_ which is a AD Management & Audit solution, being offered to Punjab National Bank through this RFP, and we have the IP (Intellectual property) rights of the offered solution.
2. We agree to provide services as per the scope of work and technical specifications of this RFP.
3. With reference to the all components/parts/assemble/software used inside the company products/Hardware being quoted by us vide your tender cited above, we hereby undertake that all the components / parts / assembly used inside the company products/Hardware shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly are being used or shall be used.
4. In case of default/unable to comply with above at the time of delivery or during installation, for the hardware / software already billed, we agree to take back the supplied items without demur, if already supplied and replace it with an Original & new component. We also take full responsibility of both Parts & Service SLA as per the content.
5. We hereby further undertake to supply the only new components and no refurbished or recycled components will be supplied.

**Date:**

**Place:**

**Yours faithfully**

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**Undertaking from the OEM**  
(to be provided on letter head by each OEM)

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

Sir

**Req.: RFP for Support Services for IT Security solutions related to endpoints**

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

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

**OEM Name:**

**Registered Address of the OEM:**

Share holding structure of the OEM as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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

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

Share holding structure of the OEM's Parent Company as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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

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

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

**Signature of Authorized Signatory of OEM**

**Name of Signatory:**

**Designation:**

**Seal of Company**

**Undertaking from the Bidder**

(to be provided on letter head of Bidder)

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

Sir

**Reg.: RFP for Support Services for IT Security solutions related to endpoints**

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

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

**Bidder Name:****Registered Address of the Bidder:**

Share holding structure of the Bidder as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

**Bidder's Parent Company &/ Owner/Beneficial Owner Name:****Registered Address of the Bidder's Parent Company:**

Share holding structure of the Bidder's Parent Company as on 31.03.2020		
%age of shares held	Name of holding Company/Individual	Registered Address of the share holding company/Individual

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

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

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

**Signature of Authorized Signatory of Bidder****Name of Signatory:****Designation:****Seal of Company**

**PERFORMA FOR INDICATIVE COMMERCIAL OFFER****RFP for Support Services for IT Security solutions related to endpoints****Table 1- Support Services**

<b>SN</b>	<b>Role</b>	<b>Quantity (A)</b>	<b>Man month cost for support services (B)</b>	<b>Total Cost (C=AxB*60)</b>
1	Anti-Virus Support engineers for DC & DR	5		
2	Active Directory Senior Engineer for DC & DR	1		
3	Active Directory Support Engineers for DC & DR	2		
4	Desktop Management support engineers for DC & DR	2		
5	System Administrator for ADDM Solution for DC & DR	3		
6	Helpdesk support engineers for ADDM solution for DC & DR	2		
7	Field support engineers for Antivirus, Active Directory and Desktop Management solution at ZO/CO/HO	350		
<b>Total of Table 1</b>				

**NOTES:**

1. The rates quoted in commercial bid should be inclusive of all taxes except GST. However, GST shall be paid to the bidder on actual basis at the rate applicable. The rate of applicable GST should be informed and charged separately in the invoice generated for supply of the product.
2. Any column left blank by the bidder will result in disqualification of the bid.
3. If there is any calculation error/totaling error, the same shall be recalculated. Unit price will prevail.
4. L1 cost will be decided as per total of Table 1, after Reverse Auction is conducted as per Clause 25 of Instruction to Bidder.
5. Bank may place Orders for any item as and when required during the entire contract period at the unit rates finalized after Reverse Auction. Bank is not bound to place any minimum order. The quantity will also be as per requirement.
6. The multiplication factor as mentioned in above table (Table 1) is only indicative and for the purpose of deriving the Total Cost for determining the L1 bidder. The actual quantity of any item ordered may vary according to the requirement of the Bank. In addition to the initial Order placed, Bank may place subsequent orders for any item, if required, at any time during the contract period of 5 years, at the unit rate finalized after Reverse Auction.
7. Bank is not bound to place any minimum order for any item.

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

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

(To be stamped in accordance with stamp act)

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

Dear Sir,

In accordance with your bid reference no. \_\_\_\_\_ Dated \_\_\_\_\_ M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ herein after Called 'bidder') wish to participate in the said bid for RFP for Support Services for IT Security solutions related to endpoints.

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

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

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

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

"Not withstanding anything contained herein above

Our liability under this Bank guarantee shall not exceed Rs \_\_\_\_\_ Rupees (in words \_\_\_\_\_).

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

In witness whereof the Bank, through its authorized officer has set its hand stamped on this \_\_\_\_\_ Day of \_\_\_\_\_ 2021 at \_\_\_\_\_

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

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

**Signature of Authorized Signatory****Name of Signatory:****Designation:****Seal of Company**

**PERFORMA FOR INTEGRITY PACT**

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

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

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of .....2019.

**BETWEEN**

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at \_\_\_\_\_ (Hereinafter referred as the Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND..... (Name and Address of the Individual/firm/Company) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression

shall unless repugnant to the meaning or context here of include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

#### **Article 1: Commitment of the Principal/Owner**

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

2) If any information comes to the notice of the Principal/owner on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Asstt. General Manager Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

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

a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of

the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

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

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

3. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

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

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

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

7. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercive practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

1) If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days' notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.

2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

#### **Article 4: Previous Transgression**

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated for such reason. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

#### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

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

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

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

#### **Article 6- Duration of the Pact**

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

#### **Article 7-Independent External Monitor (IEM)**

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) Sh. Raj Kumar Singh, IRS (Retd) (Mob no.9818696406, 8141488880) ([mrraising@gmail.com](mailto:mrraising@gmail.com), [mrraising@yahoo.com](mailto:mrraising@yahoo.com)), Dr Sarat Kumar Acharya (Ex-CMD, NLC India Ltd) (email ID : [sarat777rediffmail.com](mailto:sarat777rediffmail.com)) (Mob No .9442118060) for this Pact in

consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

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

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

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

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

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

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

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

#### **Article 8- Other Provisions**

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

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

3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 9- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

WITNESSES:

1. .... (Signature, name and address)

2. .... (Signature, name and address)

Place:

Dated: