

PUNJAB & SIND BANK



Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM)

BID NO: PSB/HOIT/RFP/GEM2026/B/49/2025-26 dated 31.03.2026

**Head Office IT Department
2nd Floor,
Plot No. 151, Sector 44
Institutional Area, Gurugram -122003**

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Punjab & Sind Bank

Key Information

Particulars	Details
RFP Number and Date	PSB/HOIT/RFP/GEM2026/B/49/2025-26 dated 31.03.2026
Tender Title	Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM)
Bid validity	180 days from the date of opening of the bid.
Performance Bank Guarantee	5% of total project cost.
Date of Publishing the tender on Bank's Website & GeM	31.03.2026
Last Date for submission of Pre-Bid Query	07.04.2026 a) Pre bid queries should be submitted as per Appendix-C in MS- excel format. b) Queries must be mailed to hoit.tenders@psb.bank.in only quoting tender reference number in the subject. Subject of the email should be given as "Pre-Bid Queries for PSB/HOIT/RFP/GEM2026/B/49/2025-26 dated 31/03/2026". Queries reaching afterwards will not be entertained.
Date and Time for Pre-Bid Meeting	10.04.2026 Pre-Bid meeting will be held Online, and participants are requested to attend the meeting Online. Those who are interested in participating the Pre-bid meeting should share the participant details to hoit.tenders@psb.bank.in Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting.
Last Date and Time for submission of Bids	21.04.2026 04:00 PM
Date and Time of Opening of Bids	21.04.2026 04:30 PM
Date and Time of online Commercial Bids	To be notified later to the qualifying bidders only.
Place of Opening of Bids	Online through GeM
Contact Persons for any clarifications/ Submission of Bids	Mr. Vijay Kumar - Chief Manager (IT) Mr. Vikram Kapoor - AGM (IT)
Contact Numbers	+91-9999340190, +91-8447279690 hoit.tenders@psb.bank.in

Other Details	<p>1. Subsequent changes made based on the suggestions and clarifications as per pre-bid meeting shall be deemed to be part of the RFP document and shall be shared with all the bidders.</p> <p>2. No suggestions or queries shall be entertained after pre-bid meeting.</p> <p>3. This document can be downloaded from following website: https://punjabandsind.bank.in/module/tender-list; and GeM portal (https://gem.gov.in/).</p> <p>Any Amendments, Modifications, Pre-Bid Replies, Clarifications & any communication etc. will be uploaded on the Bank's website (i.e. https://punjabandsind.bank.in/module/tender-list & GeM Portal. No individual communication will be sent to the individual bidders.</p>
EMD (Bid Security)	Rs.14.40 Lakh (INR Fourteen Lakhs Forty Thousand only) with exemption to MSME registered bidders on production of relevant certificate

Please note:

1. The mode of submission of Bid document shall mandatorily be in Online (GeM portal).
2. The above mentioned dates are tentative dates and the Bidder acknowledges that they cannot hold the Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.
3. If any of the above dates fall on holiday or become holiday due to regulatory or other reasons beyond control of the Bank, then the next valid date in such case will be next working of the Bank.
4. Procurements for MSMEs will be as per the policy guidelines issued by Ministry of Micro, Small and Medium Enterprises (MSME), GOI from time to time.
5. Information for Participating through GeM:
 - (i) This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bidding. Vendors will have to abide by all terms and conditions of GeM portal for participating the bidding process.

Following activities will be conducted online through GeM:

- a. Publish of Tender
- b. Purchase of RFP document
- c. Pre-Bid Query & response thereof
- d. Corrigendum/Addendums to the RFP (If required)
- e. Submission of Technical Bid & Commercial Bid by the Bidder
- f. Opening of Technical Bid & Commercial Bid
- g. Tender Evaluation
- h. Announcement of results
- i. Tender Award (If any)
- (ii) Bidder requiring any clarification on the bidding document may notify as per GeM Guidelines and Procedure within the date/time mentioned in the RFP document.

- (iii) Notification of amendments will be made available on the GeM/ Bank's website and will be binding on all bidders and no separate communication will be issued in this regard.
 - (iv) In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Bank, at its discretion, may extend the deadline for such reasonable period as decided by the Bank for submission of Bids.
 - (v) 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.
 - (vi) Vendors will have to abide by e-Business rules framed by the Bank in consultation with GeM portal.
 - (vii) Any amendments, modifications, Pre-Bid replies & any communication etc. shall be uploaded over Bank's Website and GeM Portal (i.e., <https://punjabandsind.bank.in/module/tender-list> & <https://gem.gov.in/>) only. No individual communication will be sent to the individual bidder.
 - (viii) In case of any contradiction in eligibility criteria, business rules, terms & conditions or any information published over GeM portal, the RFP and consecutive corrigendum/addendum document will prevail.
6. Information on submission of bids participation in online mode:
- i) Bank expects the interested Bidders to download the copy of the complete RFP document along with all Annexures through Bank's website <https://punjabandsind.bank.in/>.
 - ii) Any other mode of submission, e.g. by courier, fax, e-mail etc. will not be accepted. Any bid received after the due date and time for receipts of bids as prescribed in the Key Information of the RFP will be rejected and returned unopened to the Bidder.
 - iii) The Bank expects the Bidder(s) to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its unconditional compliance as part of the RFP. Failure to furnish all information required for submission of the RFP not substantially responsive to the RFP in every respect will be at the Bidders' risk and may result in the REJECTION of its response.
 - iv) A complete Bid with all supporting documents, duly sealed should be submitted, in electronically as mentioned in Bid Submission of this document, on or before the last Date and Time for bid submission.

INTRODUCTION

- ❖ Punjab & Sind Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, one of the nationalized banks of India, has a national presence through a widespread network of 1617 branches and 29 Zonal Offices. With more than 116 years of customer services, the Bank has a large, satisfied clientele throughout the country. For enhancing customer convenience levels and overall inter-branch efficiency, the Bank has been a frontrunner in implementing various IT enabled products.

- ❖ The Bank intends to select vendor Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM).
For this purpose, The Bank invites bids as per the specifications as indicated in Technical Specifications and Scope of work (Chapter-2) mentioned in the RFP document. These prices shall remain valid for all orders placed with the selected vendor for the entire contract period and duly accepted by the vendor. The interested bidders are requested to send your Technical and Price proposal as per the enclosed formats. The methodology for submission of the proposals is enumerated in Chapter-1 (Instruction to the bidders). Terms and Conditions of Contract (TCC) are given in Chapter-3.

- ❖ This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of enabling Punjab and Sind Bank (hereinafter referred to as the 'BANK') to select a Vendor(s) / service provider for Supply Installation & Maintenance of Network Hardware Security Module(HSM).

- ❖ This invitation of Bids is limited to vendor(s) having presence in India or their Authorized Representative in India, provided firms fulfill the minimum qualification criteria.

- ❖ The successful bidders would be selected, prices would be finalized through this RFP process and an agreement would be entered into with the successful bidder/s.

DISCLAIMER

- The information contained in this Request for Proposal (RFP document) or any information provided subsequently to Bidder(s) whether verbally or in documentary form by or on behalf of the Bank, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This document shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is executed by the duly authorized signatory of the Bank and the Bidder. The purpose of this RFP is to provide the Bidder(s) with information to assist in the formulation of their proposals.
- This RFP does not claim to contain all the information each bidder may require. Each Bidder should conduct its own investigations and analysis and is free to check the accuracy, reliability, and completeness of the information in this RFP and obtain independent advice, wherever necessary. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- The bank reserves the right to reject any or all Request for Proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of Punjab & Sind Bank shall be final, conclusive, and binding on all the parties.
- 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.

CHAPTER 1 - INSTRUCTIONS TO BIDDERS

1.1 Tender Document

The tender document can be downloaded from the Bank's official website <https://punjabandsind.bank.in>.

1.2 Language of the Bid

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Bank shall be in English language only.

1.3 Bid Currency & Price Structure

Prices shall be expressed in the Indian Rupees only. The bidder must quote price exclusive of all applicable GST. The cost will not depend on any variation in the dollar exchange rate/change in tax structure.

1.4 Bid System Offer

- a. The Bid Proposal being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the Bid. The designated personnel should be authorized by a senior official of the Organization having such authority to do so. The same person or a different person should be authorized who should have authority to quote. The Xerox copy of necessary Original Resolutions/ Authority/ Power of Attorney having authority to authorize the person to submit Bid Documents, on behalf of the Company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel.
- b. The bidder shall submit his response to the present tender with the price which will contain the pricing information.
- c. Any effort by a Bidder to influence the Bank in evaluation of his bid, bid comparison or contract award decision would result in the rejection of the said bid. The Bank's decision in this case would be final and without prejudice and will be binding on all parties.
- d. The Bank reserves the right to accept or not to accept any bid or to reject a particular bid at its sole discretion without assigning any reason whatsoever.
- e. **Bid documents shall be submitted in a Single sealed envelope, proof of online payment towards EMD/Bid Security Declaration and other required documents as mentioned in the tender and a sealed envelope containing Price**, duly super-scribing the envelope with the reference of this RFP, due date, name of the Bidder with contact details, Offer reference number etc. Bid documents should be duly filed and all the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages from the beginning of the submitted Bid Documents should be serially number numbered with the Bidder's seal duly affixed with the Signature of the Authorized Signatory on each page. Documentary proof, wherever required, in terms of the RFP shall be enclosed.
- f. The Bids containing erasures or alterations will not be considered. There should be no handwritten material, corrections or alterations in the Bids. All details must be filled in.

1.5 Two Bid System:

This is two bid system which has following 2 parts:

Part A- Technical cum Eligibility Proposal: Indicating the response to the Pre-Qualification Criteria, Scope of Work and other terms & conditions. The format for submission of Technical Proposal is as per Appendix-A.

Part B-Commercial Bid: Furnishing all relevant information as required as per Bill of Material as per Annexure- IX. The format for submission of Commercial bid is as per Appendix-B.

1.6 Preparation of Bids:

Part A – Technical cum Eligibility Proposal

- Before submitting the bid, the bidders should ensure that they conform to the Pre-Qualification Criteria as stated in RFP. Only after satisfying themselves of the Pre-Qualification Criteria, the Offer should be submitted.
- Technical cum eligibility Proposal should be submitted as per the format in Appendix-A. Relevant technical details and documentation should be provided along with Technical Proposal.
- It is mandatory to provide the compliance to the scope required by the bank.
- The offer may not be evaluated and may be rejected by the Bank without any further reference in case of non-adherence to the format or partial submission of technical information as per the format given in the offer.
- The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
- The relevant solution information, brand, and solution offered, printed product brochure, technical/functional specification sheets etc. should be submitted along with the Offer. Failure to submit this information along with the offer may result in disqualification.
- The Technical Proposal should be complete in all respects and contain all the information sought for. Masked Bill of Material must be attached in Technical Offer and should not contain any price information. The Part A - Technical cum Eligibility Proposal should be complete and should cover all products and services. Technical Proposal without masked Bill of Materials will be liable for rejection. Masked Bill of Material which is not as per instruction will make Bid liable for rejection. Masked bill of material should be a replica of actual Bill of Material except that it should not contain any price information (with Prices masked). It should not provide any price information like, unit price, tax percentage, tax amount etc.

Part B - Commercial Bid

- Commercial Bid should be submitted as per instruction in Appendix-B.
- Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. The Commercial Bid should give all relevant price information as per **Annexure-IX**. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- The bidder must quote the best competitive price in the commercial bid.

- The bid must be made in an organized and structured manner.

***Note:** All Claims made by the Bidder will have to be backed by documentary evidence. The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all the information required or to submit a Bid not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

1.7 Cost of Preparation

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bank will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

1.8 Normalization of Bids

The Bank will go through a process of technical evaluation and normalization of the bids to the extent possible and feasible to ensure that Bidders are on the same technical ground. After the normalization process, if the Bank feels that any of the bids needs to be normalized and that such normalization has a bearing on the commercial bid; the Bank may at its discretion ask all the technically shortlisted Bidders to resubmit the technical and commercial bids once again for scrutiny. The Bank can repeat this normalization process at every stage of technical submission or till the Bank is satisfied. The Bidders agree that they have no reservation or objection to the normalization process and all the technically short-listed Bidders will, by responding to this RFP, agree to participate in the normalization process and extend their co-operation to the Bank during this process. The Bidders, by submitting the response to this RFP, agree to the process and conditions of the normalization process.

1.9 Submission of Bid and communication

The Bank expects the bidders to carefully examine all instructions, terms and conditions mentioned in this RFP document before submitting its **unconditional compliance** as part of the RFP. Failure to furnish all information required or submission not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in the rejection of Bids.

Bids duly sealed should be submitted, in electronic form on GeM Portal (<https://gem.gov.in/>), on or before the last Date and Time for bid submission. Any other mode of submission, e.g. by fax, e-mail etc. will not be accepted. No Claim of any Bidder(s) shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, Bidder (s) are advised to submit their bid well before the scheduled time.

Online bid submission is mandatory. Bids will be opened in the presence of the bidder representatives who choose to attend the opening of tender on the specified date, time and place of bid opening. No separate intimation will be given in this regard.

Bank reserves its right to cancel the order even after issuing the letter of Intent (LOI) / Purchase Order, if bank receives any directions / orders from Statutory Body / RBI/Govt.

of India in a nature that binds the bank not to take the project forward or any reasons whatsoever. The decision of the Bank shall be final in this regard without disclosing any reason to any bidder or person.

1.10 Late bids

- a) Any bid received after the due date and time for receipts of bids as prescribed in this RFP will be rejected. However, in case of the specified date of submission of bids being declared a holiday for the bank, the bids will be received up to the specified time on the next working day.
- b) The bank may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Bank and bidders, previously subject to the deadline, will thereafter be subject to the deadline extended.
- c) All such information will be published on Bank's website only. The bidders have to take note of it.

1.11 Modifications and/ or Withdrawal of Bids

1. Bids once submitted will be treated as final and no modification will be permitted. No Correspondence in this regard will be entertained.
2. The Bid should contain no alterations, erasures or overwriting. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of bid not substantially / conclusively responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.
3. No bidder shall be allowed to withdraw the bid after the deadline for submission of bids.
4. In the case of the successful bidder, he will not be allowed to withdraw/back out from the bid commitments. The bid earnest money in such eventuality shall be forfeited and all interests/claims of such bidder shall be deemed as foreclosed

1.12 Earnest Money Deposit (EMD):

1. The bidder shall furnish Non-interest earning Earnest Money Deposit (EMD) amount of Rs.14.40 Lakh (INR Fourteen lakh forty thousand only) as mentioned in the Bid Schedule by way of Bank Guarantee drawn on any Scheduled Bank in India (except Cooperative Bank, RRB & Punjab & Sind Bank) in favor of Punjab & Sind Bank, payable at Delhi.
2. The same should be valid for an additional 45 days beyond bid validity period. Bank at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Appendix-D.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS) sent to Punjab & Sind Bank, Sector 44 Branch, Gurgaon, IFSC PSIB0021509. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be

rejected summarily.

4. The bidder has the provision to remit the Earnest Money Deposit through online mode to below mentioned account for this RFP:

Account Name: Neft Inward Stp Parking Account
IFSC Code: PSIB0009004
Bank: Punjab & Sind Bank,
Account No. 90045040070003 (14 digits)
Bank & Branch: Punjab & Sind Bank

5. Bidders are requested to clearly mention the Name of the Firm with RFP No. in the Narration field.
6. Non submission of EMD leads to rejection of Bid.
7. All MSMEs having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Tender Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. Bid Security Declaration should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person as per Annexure-III.
8. The EMD may be forfeited/ Bank Guarantee may be invoked:
 - a) If the bidder withdraws/amends the bid during the period of bid validity (180 days from the date of opening of bid).
 - b) If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
 - c) The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
 - d) The bidder violates any of the provisions of the terms and conditions of this tender specification.
 - e) In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.
 - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.
 - The Execution of Bid Security Declaration/ Invocation of EMD may suspend participation of the Bidder in any tender in this Bank for three (03) years.

9. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the selected bidder will be returned within 15 days after submission of Performance Security (PBG) and execution of Contract with the Bank.

1.13 Performance Bank Guarantee (PBG)

1. The successful bidder/s should submit a Security Deposit / Performance Guarantee as specified in Key Information within 30 days from the date of Purchase Order.
2. Security Deposit should be submitted by way of Bank Guarantee in favor of Punjab & Sind Bank payable at Delhi / Bank Guarantee may be obtained from any of the Scheduled Commercial Banks (except Cooperative Bank, RRB & Punjab & Sind Bank) for an amount of 5% of total project cost.
3. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Punjab & Sind Bank shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Appendix-E. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
4. The PBG so applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank. Such forwarding letter shall state that the PBG has been signed by the lawfully constituted authority legally competent to sign and execute such legal instruments. The executor (BG issuing Bank Authorities) is required to mention the Power of Attorney number and date of execution in his / her favor with authorization to sign the documents.
5. Security Deposit/Performance Bank Guarantee should be valid for contract period plus claim period from the date of acceptance of purchase order. The guarantee should also contain a claim period of 12 months beyond the date of completion of all contractual obligations of the supplier.
6. The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and contract period.
7. The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
8. The Bank shall invoke the Bank guarantee before the expiry of validity, if work is not completed and the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.
9. In case the selected Bidder fails to submit performance guarantee within the time stipulated, the Bank, at its discretion, may
 - a) Forfeited Bid Security/ EMD and contract may be terminated
 - b) Charge Interest at the rate of 24% for delayed period (in Days) maximum to 30 days.
10. Bank shall invoke the performance guarantee in case the selected Bidder fails to discharge their contractual obligations during the period or Bank incurs any loss due to Bidder's negligence in carrying out the project implementation as per the agreed terms & conditions. It will be refunded to the selected bidder without interest, after he duly performs and completes the contract in all respects.

1.14 Contract Period:

The terms and conditions of purchase order and RFP (read with addendums/Corrigendum/Clarifications) shall constitute a binding contract.

The contract period for the project is 5 years. However, Bank may also renew AMC/ATS Service beyond 5 years contract at mutually agreed terms, if Bank desires

Bidder has to ensure that all regulatory requirements, advisories, instructions, recommendations, and any other systemic changes or new requirements necessitated out by RBI, NCIIPC, CERT-In, UIDAI, Ministry/ other regulatory bodies or other requirements of the Bank during the entire contract period are complied. The bid proposals should include all necessary appliances, licenses, subscriptions, services, implementation, integration, customization and maintenance of the solutions for the entire contract period.

1.15 Evaluation Process of the Bids

1.15.1 Preliminary Scrutiny

- a. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order.
- b. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Bid, which does not constitute a material deviation.
- c. The Bank will determine the responsiveness of each Bid to the Bidding Document. For the purposes of these Clauses, a responsive Bid is one which conforms to all the terms and conditions of the Bidding Document without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Law, Bank Guarantee will be deemed to be a material deviation.
- d. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the bids on technical and functional parameters, including possible visit to inspect live site/s of the Vendor and witness demos of the system and verify functionalities, response times, etc.
- e. If a Bid is not responsive, it will be rejected by the Bank and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- f. If any information / data / particulars are found to be incorrect, bank will have the right to disqualify / blacklist the company and invoke the performance bank guarantee/ EMD.

1.15.2 Opening of Price Bids/ Reverse Auction

The bidder must quote the best competitive price in the indicative commercial bid. Please note the contents comply with the requirements of the same. Bidders are requested to

ensure that they have a valid digital certificate well in advance to participate in Reverse Auction event.

Only those bids which are found to be technically responsive will be informed of the date / time / venue of opening of price bids / reverse auction.

The Bids will be evaluated as per criteria mentioned in this RFP document. Thereafter the Bank reserves the right of selection of vendor by rates quoted by the vendors in reverse auction over GeM Portal (who are found eligible after evaluation of Bids).

Abnormal low bid prices/predatory pricing

An abnormally low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. In such cases, the Bank shall be within its absolute right to seek written clarifications from the bidder/s, including detailed price analysis of the bid price in relation to the scope, schedule, allocation of risks and responsibilities, and any other requirements as the Bank may deem necessary.

If, after evaluating the price analysis, Bank determines that the bidder/s has/have substantially failed to demonstrate its capability to deliver the contract at the offered price, bank may at its sole discretion:

- a. reject / cancel the bid/proposal after giving 7 days' notice to the such bidder/s; and /or
- b. forfeit the bid security and/or invoke Bank Guarantee; and /or
- c. recover cost incurred/to be incurred by the bank for the delay in implementation including the penalty, if any, imposed by the Regulator/Government/Other authorities for non-compliance of Regulatory/ Government/Other authorities guidelines; and /or
- d. debar such bidder/s from future RFP processes/contracts for the period as deemed fit by the Bank; and/or
- e. circulate the list of such entities to member organization/s for circulation among members and/ or
- f. Circulate/publish the list of such entities, as deemed fit.

In the event of rejection/cancellation of any bid/s as above, the Bank shall also be within its absolute right at its sole discretion to award the contract to the next bidder/s in the ratio stated in the RFP

1.15.3 Clarification of bids

To assist in the scrutiny, evaluation and comparison of offers/bids, The Bank may, at its sole discretion, ask some or all Bidders for clarification of their offer/bid. The request for such clarifications and the response will necessarily be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. Any decision of the Bank in this regard shall be final, conclusive and binding on the Bidder. The bidder has to respond to the bank and submit the relevant proof /supporting documents required against clarifications, if applicable, within the time frame stipulated by the Bank.

The bidder shall notify The Bank in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the bidder from any liability or obligation under the contract. The Bank reserves rights to accept such arrangement or reject the proposal outright. Proof of such contracts should be submitted to the Bank.

The Bank may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. Bank's decision with regard to 'minor non-conformity' is final and the waiver shall be binding on all the bidders and the Bank reserves the right for such waivers.

1.15.4 Commercial Evaluation & Online Reverse Auction:

- **The Commercial bidding will be carried out through Online Reverse Auction over GEM portal.**

1. The Indicative commercial bids of only the technically qualified bidders will be opened.
2. In the Indicative commercial bids (In Annexure - IX). Prices shall be expressed in Indian Rupees only. The bidder must quote prices exclusive of all applicable taxes / GST and duties. The cost will not depend on any variation in dollar exchange rate/change in tax structure.
3. The bidder must quote the best competitive price in the indicative commercial bid.

1.15.5 Reverse Auction

The indicative prices are to fix the start price for on-line Reverse Auction. The shortlisted Service Providers shall be intimated the date and time for participating in the On-Line Reverse Auction. Bidder should be agreeable to accept the offer at the price quoted in Reverse Auction, in case bidder is identified selected as L1 Bidder. Contract will be awarded to L1.

Reverse Auction would be conducted amongst all the technically qualified bidders except the highest quoting bidder (H-1). The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will be allowed to participate in RA in following cases:

1. If number of technically qualified bidders are only 2 or 3.
2. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1.
3. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1.

1.15.6 Address for Submission of Bid and communication

Offers should be addressed to the following office at the address given below:

**Head Office IT,
2nd Floor, Plot No. 151,
Sector 44, Institutional Area,
Gurugram -122003
Phone: +91-; +91-9728159038**

- No vendor shall involve himself /itself or any of his /its representatives in any price manipulation directly or indirectly with other bidders. If any such practice comes to the notice, Bank shall disqualify the vendor /bidders concerned from the e-Procurement process.
- Bidder shall not disclose details of his bids or any other details concerning Reverse Auction process of the Bank to any other third party without specific permission in writing from the Bank.
- Neither Bank nor service provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, inability to use the system, loss of electronic information, power interruptions, UPS failure, etc. at vendors'

place. (Bank shall, however, entertain any such issues of interruptions, problems with open mind and fair degree of transparency in the process before deciding to stop or extend the auction.)

1.15 No commitment to accept lowest or any bid

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete.

The bank reserves the right to make changes in the terms and conditions of purchase. Bank will be under no obligation to have discussions with any bidder, and/or entertain any representation.

1.16 Right To Accept Any Bid and To Reject Any OR All Bids/Cancellation of Tender process

PUNJAB & SIND BANK reserves the right to accept or reject in part or full any or all offers without assigning any reason thereof even after issuance of letter of Intent. Any decision of Punjab & Sind Bank in this regard shall be final, conclusive and binding upon the bidders. The Bank reserves the right to accept or reject any Bid in part or in full, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bank's action. During any stage of evaluation process, if it is found that the bidder does not meet the eligibility criteria or has submitted false /incorrect information the bid will be summarily rejected by the Bank and no further correspondence would be entertained in this regard. Bank further reserves the right to amend, rescind, reissue or cancel this RFP and all amendments will be advised to the Bidder and such amendments will be binding upon them. The Bank also reserves its right to accept, reject or cancel any or all responses to this RFP without assigning any reason whatsoever. Further please note that the bank would be under no obligation to acquire any or all the items proposed. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the bidder.

1.17 Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No corrigendum or requests for prices to be corrected will be entertained after the bids are opened. If there are any corrections in the bid document, the authorized signatory should initial them all, failing which the figures for such item shall not be considered. Discrepancies in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
- Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the

opinion of Bank, there is an obvious error such as a misplacement of a decimal point, in which case the line-item total will prevail.

- Where there is a discrepancy between the amount mentioned in the bid and the line-item total present in the schedule of prices, the amount obtained on totaling the line items in the Bill of Materials will prevail.
- The amount stated in the correction form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall price to rise, in which case the bid price shall prevail.
- In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.
- The Highest Technical bidder shall not automatically qualify for becoming selected bidder and for award of contract by the bank.
- The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.
- The commercials will be calculated till two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up else, it shall be scaled down to arrive at two decimal points. Bank will make similar treatment for 4th or subsequent decimal point to finally arrive at two decimal points only.
- If for some reason, negotiations with the successful bidder fail to result in an agreement within a specified timeline, the Bank reserves the right to award the contract to the next most eligible bidder based on the evaluation.
- The Bank shall not incur any liability to the affected Bidder on account of such rejection.

Based on the Bank's requirements as listed in this document, the bidder should identify and offer the best-suited solution / bill of material for the product that would meet the Bank's requirements and quote for the same.

During Tender process, if any event of conflict arise between the content of the Annexures submitted by bidders and the main body of RFP, then the content of main RFP shall prevail/ applicable.

1.18 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website (<https://punjabandsind.bank.in/>) and GeM Portal (<https://gem.gov.in/>). However, the Bank shall not be held responsible in any way, for any errors / omissions /mistakes in the downloaded copy.

The bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in the soft copy.

1.19 Bid validity period

Bids shall remain valid for 180 (One Hundred Eighty) days from the date of submission of Bid. The Bank holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence. In exceptional circumstances, The Bank may solicit the Bidder's consent to an extension of the validity period. The request and the response thereto shall be made in writing. The extension of validity period by the Bidder

should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended.

A Bidder acceding to the request will neither be required nor be permitted to modify its bid. A Bidder may refuse the request without forfeiting its bid security. In any case the bid security of the Bidders will be returned after completion of the process.

1.20 Pre-bid meeting

For clarification of doubts of the bidders on issues related to this RFP, the Bank intends to hold a Pre-Bid Meeting on the date and time as indicated in the RFP in **Key-Information**.

For any clarification with respect to this RFP, the bidder may send an email to hoit.tenders@psb.bank.in by last date of submission of queries as defined in **Key-Information** in this document. No queries will be entertained from the bidders after the above date and time.

If the meeting date is declared as a holiday under NI Act by the Government after issuance of RFP, the next working day will be deemed to be the pre-bid meeting day.

The format to be used for seeking clarification is mentioned in **Appendix-C (Pre-bid Query Format)**. It may be noted that all queries, clarifications, questions etc., relating to this RFP, technical or otherwise, must be in writing only and should be sent to the email-id as stated earlier. No oral or individual consultation will be entertained.

The bank has the discretion to consider any other queries raised by the bidder's representative during the pre-bid meeting.

Only two authorized representatives of the bidders who have purchased the RFP will be allowed to attend the meeting.

The Bank will consolidate all the written queries and any further queries during the pre-bid meeting and the replies for the queries shall be made available to all the bidders. The clarification of the Bank in response to the queries raised by the bidder/s, and any other clarification/amendments/corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the bidders.

Non reply to any of the queries raised by the vendors during pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

1.21 Award of contract/Purchase Order

PURCHASE PREFERENCE:

Purchase Preference to Micro and Small Enterprises (MSEs), Start-ups and Purchase Preference linked with Local Content (PP-LC) shall be applicable subject to full compliance of other terms and conditions of the RFP and Contract. Following are the conditions applicable as per the Government of India Guidelines on Purchase Preference.

1. Micro & Small Enterprises [MSEs]:

Procurement through MSEs (Micro & Small Enterprises) will be done as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette

notification no. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE for the item under RFP along with their offer, with any agency mentioned in the Notification, including:
 - 1.1.1. District Industries Centres or
 - 1.1.2. Khadi Village Industries Commission or
 - 1.1.3. Khadi & Village Industries Board or
 - 1.1.4. Coir Board or National Small Industries Corporation or
 - 1.1.5. Directorate of Handicrafts & Handloom or
 - 1.1.6. Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
 - 1.1.7. Udyam Registration Certificate
 - 1.2. MSEs are exempted from paying EMD, subject to furnishing of Valid certificate for claiming Exemption.
 - 1.3. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit Bids for contracts with Punjab & Sind Bank as per annexure.
 - 1.4. The aforesaid Policy is meant for procurement of only goods produced and Services rendered by MSEs and not for any trading activities by them. An MSE unit will not get any Purchase Preference over any other MSE Unit.
 - 1.5. Kindly note that no relaxation in any of the eligibility criteria will be provided to MSE bidders.
 - 1.6. The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.
2. **Start-up:**
- 2.1. Applicable for Indian Bidders only as defined in gazette notification no. D.L-33004/99 dated 11.04.2018 of Ministry of Commerce and Industry and as amended from time to time.
 - 2.2. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting of the quality and technical specifications specified in RFP document.
 - 2.3. Further, the Start-ups are also exempted from submission of EMDs.
 - 2.4. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.
 - 2.5. Bidder has to submit as self-declaration accepting that if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the RFP, they will be suspended for the period of three years

from being eligible to submit Bids for contracts with Punjab & Sind Bank as per Annexure.

3. Procurement through Local Suppliers (Make in India):

- 3.1. Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide letter no. P-45021/2/2017-PP (BE-II) dated 16.09.2020 has notified revised guidelines to be followed to promote manufacturing and production of goods and services in India under "Make in India" initiative.
- 3.2. "Local content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- 3.3. "Class-I Local Supplier" means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-I local supplier under this order.
- 3.4. "Class –II Local Supplier means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class –II Local supplier' but less than that prescribed for 'Class –I Local supplier' under this order.
- 3.5. 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement has local content less than that prescribed for 'Class-II Local Supplier' under this order.
- 3.6. The 'local content' requirement to categorize a supplier as 'Class I Local Supplier' is minimum 50%. For 'Class-II Local supplier' the 'local content' requirement is minimum 20%.
- 3.7. The margin of Purchase preference shall be 20%.
- 3.8. Purchase preference for local supplier, self-certification, compliance, monitoring and other terms & conditions shall be as per the aforesaid Guidelines/Notifications. The Guidelines may be treated as an integral part of the RFP documents.
- 3.9. In cases of procurement for a value in excess of Rs.10 Crores, the 'Class-I Local supplier'/'Class –II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost account or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- 3.10. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules issued by the Ministry of Finance for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- 3.11. All the relevant documents/information regarding claim for preferential treatment under this policy must be submitted along with offer by the tenderers. Post tender submission of these information/documents shall not be considered. Further firms seeking these considerations shall be completely responsible for the truthfulness and authenticity of their claim for these benefits.

4. Ministry of Electronics and Information Technology (MeitY):

- 4.1. In furtherance of the Public Procurement (Preference to Make in India) Order 2017 notified vide reference cited above, Ministry of Electronics and Information

Technology, Government of India has issued revised Public Procurement (Preference to Make in India) Order 2019 for cyber security products vide reference File No.1(10)/2017-CLES dated 06/12/2019.

- 4.2. The bidders complying with all the guidelines in this regard and providing supporting documents along with the bid can only participate in this bid.
- 4.3. Punjab & Sind Bank shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content and/or to obtain complete back up calculation.

Following evaluation, a Contract/ Purchase Order may be awarded to the bidder(s) whose bid meets the requirements of this RFP and provides the best value to the Bank commercial point of view.

The Bank reserves the right to award the contract in whole or in part. The acceptance of the bid, subject to contract, will be communicated by way of placing a purchase order in writing at the address supplied by the bidder in the bid document. Any change of address of the bidder should therefore be notified promptly to the Assistant General Manager (IT) at the address given in this RFP. The terms and conditions of purchase order and RFP shall constitute a binding contract.

1.22 Amendment to RFP Contents

At any time prior to the last date for bid-submission, the Bank may, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, modify the RFP contents by amendment. The amendment will be published on Bank's website & GeM Portal and will be binding on bidders. However, it is the bidder's responsibility to keep its communication channels (face-to-face, phone, fax, e-mail etc.) alive including observing Bank's website for latest development in this regard. The Bank will not be liable for any communication gap. To provide prospective bidders, reasonable time to take the amendment into account for preparation of their bid, the Bank may, at its discretion, extend the last date for bid-submission.

The bank reserves the right to scrap the tender at any stage without assigning any reason.

1.23 Disqualification

Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in disqualification.

1.24 Fixed Price

The prices quoted in the tender response will be fixed for the period of the contract. The price should be exclusive of all taxes and levies which will be paid by the Bank at actual.

1.25 Project Execution

The entire project needs to be completed expeditiously. The Bank and the selected bidder/s shall nominate a Project Manager immediately on acceptance of the order, who shall be the single point of contact for the project. However, for escalation purpose, details of other persons shall also be given. The project manager nominated by the bidder/s should have prior experience in implementing a similar project.

1.26 Confidentiality of the Bid Document

The Bidder, irrespective of his/her participation in the bidding process, shall treat the details of the documents as secret and confidential.

1.27 Eligibility Criteria

Eligibility criteria to be met mandatorily by the bidders:

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
1.	<p>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. For MSE/Startups bidders, they should be operating since last 3 years as on the date of Bid Submission date of RFP.</p>	<p>Copy of the certificate of incorporation issued by The Registrar of Companies/ Partnership Deed etc.</p>
2.	<p>The Bidder must have registered an annual turnover of Rs. 2.4 crore in previous three Financial years. For MSE/Startups Bidder must have registered an annual turnover of Rs. 1.2 crore in previous three Financial years.</p> <p>The Bidder should provide Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2022-23, FY2023-24 & FY2024-25.</p> <p>The bidder should have positive net worth during the last three financial years i.e. FY2022-23, FY2023-24 & FY2024-25.</p>	<p>Provide CA Certificate and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2022-23, FY2023-24 & FY2024-25. The CA certificate provided in this regard should be without any riders or qualification</p>
3.	<p>The Bidder/OEM should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI in India.</p>	<p>Undertaking to be provided as per Annexure-XI</p>
4.	<p>The bidder should have experience in Supply, Installation, Implementation and Maintenance of General Purpose Network HSM or payment HSM device in at least one Public / Private Sector Bank(s)/ PSU / Government entity/ any BFSI in India during last 3 years. The bidder should submit original letter from the organization duly signed by authorized signatory regarding their satisfactory services on above areas.</p>	<p>Satisfactory Performance Certificate from the Clients. OR Purchase Order or Email from the client containing all the required information.</p> <p>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no. OR Copy of Work Order along with any other proof of execution.</p>

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
5.	The bidder should not be involved in any litigation which threatens solvency of company.	Details of addresses, contact details and corresponding document is to be attached.
6.	The bidder should be Original Equipment Manufacturer (OEM) or authorized partner of OEM with an authority to sell, upgrade supply, service, and support and maintain the proposed solution(s) (software) during the entire period of contract with the Bank as on the date of RFP. Relevant Certification to be attached with the bid document. The bidder needs to submit Manufacturer Authorization Form (MAF), having reference to this RFP, from respective OEMs stating that bidder is authorized partner / system provider of OEM and is authorized to participate in this RFP. Note: In the response to the RFP, OEM (in individual capacity) and OEM with bidder cannot bid simultaneously i.e. either OEM (Original Equipment Manufacturer) in individual capacity or OEM with bidder i.e. their authorized distributor/partner in India can bid in the RFP. In case, both OEM (in individual capacity) and OEM with bidder submit the bids, the bid submitted by OEM (in individual capacity) alone will be considered.	OEM certificates are to be provided by vendor
7.	The Bidder should have Support Office in Delhi NCR and Mumbai.	Proof to be submitted
8.	The OEM of the solution should have technical support center in India	Proof to be submitted
9.	The bidder company should be a valid ISO 9000/9001 or ISO/IEC 27001 certification holder company for the IT related activities.	Copy of the ISO 9000/9001 or ISO/IEC 27001 certificate should be submitted along with the Technical bid.
10.	Bidder should have all necessary licenses, permissions, no objections, Approvals as required under the law for carrying out its business. It should have valid GST and other applicable taxes registration certificates/PAN etc	Undertaking to be submitted.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED
11.	Bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Undertaking to be submitted.

Note:

- In case any purchase order has been issued to the bidder by our Bank in respect of any other project/product and the same has not been delivered/executed even after the prescribed time period and if the delay is not accepted & approved by the Bank, the bid of the respective bidder is liable for rejection.
- 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.
- Technical Evaluation will be done by Bank's technical evaluation committee and the decision of the committee will be final.
- Bidders to submit relevant documentary evidence for all parameters mentioned.
- 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.
- 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).
- 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 from his Company is authorized to do so on behalf of his company respectively. Inability of the bidder to prove the genuineness/authenticity of document from his Company, may make the bid liable for rejection.

CHAPTER 2- SCOPE OF WORK

2.1 General Scope of Work

The Vendor is required to supply, install, configure and maintain the General Purpose Network HSM device for Bank applications including Cheque Truncation System (CTS) and e-KYC(Electronic Know Your Customer). The broad classification of services to be provided are as follows:

1. Installation of 08 General Purpose Network HSM device for Bank applications including Cheque Truncation System (CTS) and e-KYC. Out of 8 devices, 4 devices will be provisioned at DC, Mumbai and 4 devices will be provisioned at DR, Noida.
2. The devices provided shall be in warranty for a period of 5 years from date of commissioning and sign off.
3. End of Sales / End of support: The Vendor has to ensure that any equipment supplied as part of this RFP should not have either reached or announced end of sales on the date of such supply or end of support for at least 7 years from the date of issue of purchase order. In the event if any equipment supplied by the Vendor reaches end of support, within the period of contract, the Vendor has to replace the equipment at no additional cost to the Bank.(Certificate to be provided by OEM)
4. Preventive Maintenance: Bidder shall carry out preventive maintenance at least once in half year in consultation with the Bank team during the warranty period as well as in the subsequent support period. Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc. In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration or higher), so that the work of the Bank is not affected.
5. The bidder shall be primarily responsible for operations, configuration, management, monitoring and maintenance of the General Purpose Network HSM on 24x7 basis for entire contract duration.
6. The bidder shall perform the POST (Power ON Self-Test) for all supplied equipment's. The bidder shall be responsible for un-mounting and mounting devices into the racks. The Bidder shall provide all the power cords of proposed devices/ equipment's which are compatible with the HSM. The bidder shall supply the required rail kits for mounting the HSM devices in the racks.
7. The bidder shall be responsible for configuration and Integration of HSM with the existing applications/devices.
8. The bidder shall be responsible to carry out all required changes/ configurations as per requirement of the Bank at no extra cost to bank.
9. The contract should be back lined with OEM for the entire contract period of five years from date of acceptance (this may be further extendable for two more years). The bidder shall be required to provide a proof of back-lining, in writing in the form of an e-mail / letter confirmation, from the OEM within 30 days from the date of acceptance by the Bank, before any payment what so ever can be released by the Bank.
10. Login-IDs shall be created by the bidder for bank team for logging into the OEMs portal for the support and logging/viewing the status of calls/TAC cases raised by/for the Bank.

11. Provide, install Software/Firmware/OS/Signature updates and upgrades to fix/mitigate security vulnerabilities at no cost to the Bank within one week as and when any advisory released/suggested by competent authority/organization/Bank/regulators during the validity of the contract period.

12. Mitigate various audit points, Compliance and Mitigation of VA/PT points at no cost to the Bank within one week as and when any advisory released/suggested by competent authority/organization/Bank/regulators at any point of time during the validity of the contract period.

13. Take prompt action on the advisories shared by the Bank at any point of time during the validity of the contract period.

14. If any HSM device supplied, configured and installed by the Bidder goes faulty during the contract period, it will be the responsible of the Bidder to arrange for the RMA device of same or higher capacity and configure, integrate and commission the device with their own expertise and support from OEM.

15. The Bidder must install the Network HSM Solution in High Availability and Disaster Recovery mode at both DC and DR site. The bidder has to ensure relocation of devices as per Bank's requirement and reinstallation, configuration and support without additional cost to the Bank.

16. During the contract term, any no. of applications are required to be configured and deployed in General Purpose Network HSM at DC/DR without any additional cost to the bank. The integration with HSM to be done within 3 weeks from the date of requirement shared with bidder via mail or letter and in case of non-implementation within the stipulated time of 3 weeks, the same would attract the penalty as per the penalty clause of the RFP.

17. It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution for ensuring the compliance to statutory, regulatory guidelines from RBI and NPCI at no extra cost to the Bank. Onsite support if required must be provided by the bidder in this regard at no extra cost to the Bank.

18. The general purpose network HSM is required to be compatible with CTS, e-KYC and also any other future applications. If in case it was found to be non-compatible with the CTS, e-KYC or could not integrate with the existing solution as per the prescribed timelines, the bidder has to replace the same and provide the HSM which is compatible with the existing CTS and e-KYC AND any other application without any additional cost to the bank.

19. The bidder must integrate the Network HSM solution with the CTS, e-KYC applications and any other application of the Bank. The integration should ensure seamless interoperability between the Network HSM Solution and the application components. This includes but not limited to Creating and Maintaining Partitions for CTS and e-KYC and other applications, Backup and Restoration of existing HSM Objects if any onto the proposed Network HSM Solution, Generation of Asymmetric and Symmetric Keys as per Bank's Requirement, Generation of CSR using Key-Pair as and when required by the Bank, Importing Certificates provided by the Bank onto the Network HSM Solution.

20. The bidder must re-configure the Network HSM Solution for any newly commissioned hardware and software for any applications as and when required by the Bank during the Contract Period. This includes but not limited to Installation of HSM Management Software, Generation of new HSM objects and Restoration of existing HSM Objects as per Bank's Requirement without any additional cost to the bank.

21. Update Strategy and Implementation: The bidder must propose an update strategy and implementation plan for updating the HSM firmware and management software. This plan should include the following elements:

a. Compatibility Testing: The bidder must outline the testing procedures to ensure the compatibility of the new firmware and software versions with the existing application infrastructure, including any dependencies or prerequisites for the update.

b. Backup and Rollback Plan: The bidder must develop a comprehensive backup and rollback plan to mitigate the risk of data loss or system downtime during the update process. This plan should include procedures for backing up the existing configurations, firmware, and software versions, as well as steps for reverting to the previous state if necessary.

c. Update Execution: The bidder must describe the process for executing the firmware and software updates. This must include steps for safely applying the updates, validating their successful installation, and verifying the functionality of the HSM after the update.

22. Documentation and Training: The bidder shall provide documentation and Training for system administrators and users to understand, operate and configure the Network HSM Solution, including the future updates in firmware and management software. This should include user guides, technical documentation, and any necessary training sessions to ensure proper utilization and management of the HSM Solution.

23. The bidder shall provide the highest level of back to back support from OEM 24X7 including availability of resources as and when required during the entire contract period inclusive of repairs and replacement of spare parts including all plastic parts etc. without any extra payment.

24. HSM will be used for various applications like ekyc, vkyc, host to host solution and any other application alongside CTS, involving encryption. Any issue/change with the application vendor should not have any impact on the support of the hardware HSM device.

25. The bidder has to provide the SDKs for major languages like java, c#, python, php etc., user manuals, sample coding and other documentation required for developing apps/apis to connect to the HSM.

26. The bidder has to impart knowledge/know-hows for the bank personnel for the monitoring/management/configuration of the proposed HSM.

2.2 Delivery and Implementation Timelines

Delivery:

Hardware and associated components need to be delivered within **four weeks** from the date of Purchase Order.

Implementation:

Installation and commissioning of the hardware need to be done within **four weeks** from the date of delivery of hardware.

2.3 Specification and Allied Technical Details

S No	Specifications	Complied (Y/N)
(All the specifications/requirements mentioned should be made available from day one. The related hardware/software components/licenses should also be made available from day one)		
1	The Hardware security module should be a network based general purpose hardware security module and should be hardware/appliance based.	
2	The HSM solution should ensure high availability with standby appliance at DC & DR via the HSM libraries and should not depend on any external load balancer. Clustering, Load Balancing should be supported.	
3	The proposed HSM should have minimum 10 partitions and each partition should be protected with unique set of user id and password to grant access as per CCA IVG guidelines.	
4	The proposed HSM should be capable of expanding partitions up to at least 20 on same HSM as business requirement may grows in future.	
5	The required solution must not be End of Life or End of Support for at least 7 years from the due date of submission of bid by the bidder.(Certificate from OEM required to be submitted)	
6	Support: 24*7 highest level support available with OEM for HSM should be included.	
7	The solution and all the components there of must have provision for dual hot-swappable power supply	
8	Support of Functionality Modules to run custom code within the secure boundary of the FIPS 140-3 Level 3 certified HSM (Code should not break FIPS 140 -3 Level 3 Boundary)	
9	There should be no root or super-user access to HSM appliance possible in any way. No access to bash, ksh or any default terminal shells should be possible.	
10	OS-Support like Windows ,Linux, etc.	
11	HSM should have minimum 20 client Licenses bundled and Activated with the proposed solution. The bidder should supply additional client licenses upto 50 as and when required by the Bank during the contract period	
12	Cryptographic APIs:- PKCS#11, JCE, Microsoft Crypto API (CSP), Cryptography Next Generation (CNG) , SQL Extensible Key Management (SQLEKM) , RESTful APIs	
13	Virtual System support for VMware, Hyper-V , Xen etc	
14	Provide new version upgrades, updates, patches, etc for all the components/ sub-components through the period of contract. 24/7 telephonic and email OEM support. OEM should be present in India and should have warehouse in India of its own or from distributor/partner	

15	Should Support remote administration for maintaining partitions and adding or removing partitions as business required without the need for accessing HSM physically in DC.	
16	HSM should be standard 1U, Rack mountable.	
17	Signed and tamper-evident event based audit logs and standard mechanisms for viewing logs should be available	
18	HSM Should have support for both Remote and Local multifactor authentication using PED Device or smart Keys/cards for enhanced Security Support.	
19	Synchronization of keys between HSMs within site/across sites on real-time basis	
20	Ability to monitor and detect Voltage and Temperature should be available.	
21	HSM should be FIPS 140-3 Level 3 certified module and certification should be in OEM Name. Certification Copy needs to be submitted	
22	HSM should have the ability to enable / disable policies by HSM commands which will be applicable for Application Users. This feature should not need any Application User login or credentials.	
23	HSM should have GUI/CLI capabilities for partition management, crypto management, backup/restore management, user management, & HSM upgrade management without need of customer to build any software/interface from HSM APIs.	
24	HSM Appliance should have Safety & Environmental Compliance as per FCC Part 15 for use in a commercial, industrial or business environment and Other Safety & Environmental Compliance: RoHS2, WEEE, UL,IEC/EN	
25	Host Interface: Should have atleast inbuilt two 1G Gigabit Ethernet ports with port bonding. All the available NICs should have IPv4 and IPv6 support. All the ports should be fully populated from day 1.	
26	Asymmetric: Support for various cryptographic algorithms: CSNA suite support , Asymmetric Key RSA (512-10240 bits), DSA , ECDSA , ECDH, Ed25519, ECIES, ECC etc. (No separate license of Algorithm to be charged)	
27	Symmetric: AES ,Support for Hash Message Digest HMAC, SHA1, SHA2 (512), SHA3(No separate license of Algorithm to be charged)	
28	Key Derivation and Key Wrapping support	
29	Random Number Generation: designed to comply with AIS 20/31 to DRG.4 using HASH based deterministic random number generator. Entropy source	
30	Cryptography: Full CSNA suite support	
31	Ability to generate and store at least 5000 RSA keys (2048 and 10240) on board on demand and shall be secured inside FIPS boundary of HSM in accordance with FIPS 140-3 LEVEL 3 recommendations or equivalent	
32	HSM should be Private Cloud compatible	

33	HSM should protect cryptographic keys against future attacks from quantum computers, specifically by supporting Post-Quantum Cryptography (PQC) algorithms from day one	
34	HSM should be complied with regulatory requirements like RBI, NCIIPC, NPCI, UIDAI etc.	
35	HSM should have all the certifications as mandated by Regulators like RBI, NPCI,UIDAI,NCIIPC etc	
36	HSM Should support minimum 500 Transaction(Signing) per Second @ RSA 2048 bits and expandable up to 8000 Transaction (Signing) per Second @ RSA 2048 bits	

CHAPTER 3 - TERMS AND CONDITONS

3.1 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 i.e. 30 days/ extended, if any, the EMD will be forfeited after a grace period of 15 working days*.

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

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

3.2 Duration of Contract

Bank will enter into contract with successful Bidder initially for a period of 5 years which is further extendable for a period of 2 years with negotiable prices for AMC, ATS rates at the end of the contract period

The bank may, at its sole discretion, extend the contract for a period of two durations of one year each or part thereof subject to satisfactory functioning of the successful bidder at the same terms and conditions and mutually agreed rates. The decision to further extend the contract with the same bidder shall be at the sole discretion of the Bank. Further, the Bank will have the right to renegotiate prices of AMC, ATS rates at the end of the contract period. The other Terms and Conditions of the Contract will remain the same for extended periods.

The Pre-Contract Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract including extended period.

The performance of the selected bidder shall be reviewed every quarter, and the Bank reserves the right to terminate the contract at its sole discretion by giving 30 days prior notice. Any offer falling short of the contract validity period is liable for rejection.

3.3 Acceptance Of Order (Letter Of Intent)

Letter of Intent will be placed by the Bank. The successful bidder shall have to accept and acknowledge within 3 working days from the date of order placement. In case after awarding the contract bidder fails 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.

3.4 Not Acceptance/ Non Execution Of Order

In case the bidder shortlisted through this RFP process (hereinafter called "successful bidder") refuses to accept / execute the order than Bank reserves the right to blacklist/debar the said successful bidder in such eventuality without giving any notice thereof in this regard for a period of further three years from the date of blacklisting/debarment.

3.4 Execution Of Purchase Order

Bank will place order separately for all the source locations. Successful Bidder has to immediately start the project as per the Purchase Order.

3.5 Acceptance Test

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

3.6 Payment Terms

Selected Bidder will have to submit the documents at the Bank's office along with request letter for payment. Documents related to each Phase should be submitted for payment in single lot.

Terms of Payment will be as under:

- a) No advance payment will be made.
- b) Payment will be made in Indian Rupees only.
- c) All taxes to be paid will be subject to GST applicability. TDS will be applicable.
- d) If the GST paid by the Bank is not uploaded on tax authority's GST portal within a stipulated period, then the same will be deducted from the subsequent payments to the selected service provider.
- e) The Bank shall make payments to the selected vendor in accordance with the final commercial proposal.
- f) Bills would be payable, on receipt of advice/confirmation for satisfactory delivery/installation/re-installation, live running and service report from the user department/concerned offices where the purchased hardware and software have

been delivered and implemented. Also, the Bidder has to submit the certificate of insurance covering all the risks during transit, storage, installation, commissioning, testing and handling including third party liabilities.

3.7 Payment and Penalty Charges

The payment shall be released as per the below mentioned timelines: -

C – Device Cost

S No.	Deliverables	Payment Terms	Payment Amount
1	Delivery of all the Appliances/ Hardware and applicable licenses	Delivery of Hardware/ appliances and applicable licenses	70% of [C]
2	Installation, Commissioning and Go- Live of solution, SIGNOFF	Post successful Implementation and after Signoff	20 % of [C]
3	System Successfully live and stable for more than 30 days	System Stabilized with no reported issues for more than 30 days	10% of [C]

Penalty Charges:

Liquidated Damages due to Delayed Device Delivery and delay in Implementation-

I) Inability of the Successful bidder to deliver the required service levels as mentioned in the table below, would result in breach of contract and invoke the LD clause.

II) Bank shall be entitled to deduct the liquidated damage from amount payable by the Bank under this contract.

III) Applicable LD amount due to delayed device delivery and implementation are as below-

S No.	Deliverables	Liquidated	Maximum LD
1	Delivery of all the Devices/ Licenses	0.50% of [C] for every week's delay or part thereof	Upto 10% of [C]
2	Installation, Commissioning and Go- Live of solution, SIGNOFF	0.50% of [C] for every week's delay or part thereof	

- i. In case any pendency is attributable at Bank's end, the timelines/period will be altered accordingly.

- ii. Amount is payable only after satisfactory discharge of the services as per this document & after deduction of applicable penalties, if any.
- iii. The bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government Levies or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during the contract period.
- iv. The Bank shall deduct appropriate Tax as applicable at source from the payment against the services and corresponding TDS certificate will be issued at the end of the respective quarter.
- v. During implementation phase the bidder has to close all the UAT observations and raised issues within 1 week from the date of raising the issue.
- At all times bank would be paying only for the services/ application modules utilized by the bank or deployed in production. At no point, Bank would pay for the services/ modules that is not deployed for the Bank's use.
- The Bidder recognizes that all payments to the bidder under this RFP and subsequent agreement are linked to and dependent on successful achievement and acceptance of milestones/ deliverables/ activities set out in the project plan and therefore any delay in deliverables/activities shall automatically result in delay of such corresponding payment.
- Bidders have to provide the prices for implementation. TCO will be calculated as the summation of the grand total of the price bid and all the items mentioned as additional items.
- The reasons like non-familiarity with the site conditions and/ or existing IT infrastructure will not be considered as a reason for any delay or extra claims whatsoever

3.8 Penalty

i. Delayed Installation

- The Solution is required to be configured by the bidder within 4 weeks in a time bound manner.
- Penalty for non-adherence to the schedule for installation and Implementation will attract a penalty as mentioned above.

ii. Downtime

- Bidder should provide facility of call (fault) logging through telephone, e-mail, web portal, etc. The bidder must submit call wise details monthly during warranty and contract period.

The successful bidder have to guarantee a minimum uptime of 99.5%, calculated on a monthly basis.

Note: Bank has the right to recover penalty amount from any dues that may be payable to the vendor under any previous contract with the Bank under the right of set off. In case the bidder refuses to accept / execute the order, bank is having all the rights to recover the penalty amount from PBG as well as any amount payable to the bidder. If required, Bank may also take action against the bidder and blacklist them without any correspondence in this regard.

All types of Penalties can be levied simultaneously up to their maximum limit. Maximum deducted penalty of one type will not affect any other type of penalty. However, maximum cumulative penalty shall not be more than 10 % of the Contract Value. In case there is breach, 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.

3.9 Paying Authority

The payments as per the Payment Schedule covered herein above shall be paid by HO IT Department, Punjab & Sind Bank, 2nd Floor, Plot No. 151, Sector 44 Institutional Area, Gurugram -122003.

3.10 Assignment & Subcontracting

- a) The selected bidder shall not subcontract or permit anyone to perform any of the work, service or other performance required under the contract.
- b) The selected bidder should not sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority (refer: F/No.6/18/2019-PPD dated 23/07/2020 of Public Procurement Division, Department of Expenditure, Ministry of Finance). Any false declaration and non-compliance of the above would be a ground for immediate termination of the contract and further legal action in accordance with the laws.
- c) If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this tender shall be assigned to the new entity and such an act shall not affect the rights of the Agency under this tender.

3.11 Insurance

It is the sole responsibility of the Bidder to obtaining adequate insurance cover for hardware etc.

3.12 Delays in the Bidder's Performance

The bidder must strictly adhere to the schedule, as specified in the purchase contract/purchase order, executed between the Parties for performance of the obligations, arising out of the purchase contract and any delay in completion of the obligations by the Bidder will enable Bank to resort to any or both of the following:

- i. Claiming Liquidated Damages
- ii. Termination of the purchase agreement fully or partly and claim liquidated damages.
- iii. Execution of Bid Declaration Form / Invoking EMD or Performance Bank Guarantee

3.13 Liquidated Damages

The Bank will consider the inability of the bidder to provide the services required within the specified time limit as a breach of contract and would entail the payment of Liquidated Damages on the part of the bidder. The liquidated damages represent an estimate of the loss or damage that the Bank may have suffered due to delay in performance of the obligations (relating to delivery, installation, operationalization, implementation, training, acceptance, warranty, maintenance etc. of the proposed solution/services) by the bidder.

Installation will be treated as incomplete in one / all the following situations:

- Non-delivery of any services mentioned in the order
- Non-delivery of supporting documentation
- Delivery / availability, but no installation of the software
- No integration/ Incomplete Integration
- Non-Completion of Transition within suggested timeline
- System operational, but not as per SLA, Timelines and scope of the RFP

If Bidder fails to deliver/implement any or all application/hardware or perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the rate contract, deduct from the ordered price (Solution and Implementation cost), as liquidated damages, a sum equivalent to 1% of the order value for each week of delay subject to a maximum of 10% of the overall contract value. If the bidder fails to deliver/implement the same, the Bank may recover the complete cost of undelivered solution. The LD will be charged on order value for the items for which delivery/implementation is delayed.

Further, the Bank also reserves the right to cancel the order and execute the Bid Security Declaration /Invoke Performance Guarantees in case of inordinate delays in the delivery/installation of the equipment. Bank may foreclose the bank guarantee without any notice. In the event of Bank agreeing to extend the date of delivery at the request of successful bidder(s), it is a condition precedent that the validity of Bank guarantee shall be extended by further period as required by Bank before the expiry of the original bank guarantee. Failure to do so will be treated as breach of contract. In such an event Bank, however, reserves its right to foreclose the bank guarantee.

3.14 Order Cancellation

- a) The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time by assigning appropriate reasons and recover expenditure incurred by the Bank in addition to recovery of liquidated damages in terms of the contract, in the event of one or more of the following conditions:
 - i) Delay in delivery of services in the specified period.
 - ii) Serious discrepancies noted in the inspection.
 - iii) Breaches in the terms and conditions of the Order.
- b) The Bank reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by the Bank on the following circumstances:
 - i. Non submission of acceptance of order within 7 days of order.
 - ii. Excessive delay in execution of order placed by the Bank.
 - iii. The selected bidder commits a breach of any of the terms and conditions of the bid.

- iv. The bidder goes into liquidation voluntarily or otherwise.
 - v. An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - vi. The progress made by the selected bidder is found to be unsatisfactory. If deductions on account of liquidated Damages exceeds more than 10% of the total contract price.
 - vii. If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during contracted period.
 - viii. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.
- c) Bank shall serve the notice of termination to the bidder at least 30 days prior, of its intention to terminate services without assigning any reasons.
 - d) In case the selected bidder fails to conduct an event as per stipulated schedule, the Bank reserves the right to get it conducted by alternate sources at the risk, cost and responsibility of the selected bidder by giving 7 days' prior notice to the bidder.
 - e) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one-month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the Bank may have to incur to carry out for the execution of the balance of the order/contract. Such additional expenditure shall be incurred by the bank within reasonable limits & at comparable price prevailing in the market. This clause is also applicable if for any reason, the contract is cancelled.
 - f) The Bank reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and security deposit, if any, under this contract.
 - g) In addition to the cancellation of purchase order, the Bank reserves its right to blacklist the vendor for non- performance and/or invoke the Bank Guarantee or foreclose the Security Deposit given by the bidder towards non- performance/non-compliance of the terms and conditions of the contract, to appropriate towards damages.

3.15 Consequences of Termination

In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], the Bank shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

In the event that the termination of the Contract is due to the expiry of the term of the Contract, a decision not to grant any (further) extension by the Bank, the Bidder herein shall be obliged to provide all such assistance to the next successor Bidder or any other person as may be required and as The Bank may specify including training, where the successor(s) is a representative/personnel of The Bank to enable the successor to adequately provide the Service(s) hereunder, even where such assistance is required to be rendered for a reasonable period that may extend beyond the term/earlier termination hereof. Nothing herein shall restrict the right of The Bank to invoke the Performance Bank Guarantee and other

guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to The Bank under law or otherwise. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

3.16 Audit by Third Party

The selected bidder (Service Provider), if required, has to get itself annually audited by internal/external empaneled Auditors appointed by the Bank/inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/such auditors in the areas of products (IT hardware/software) and services etc., provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his/their outsourced agents/subcontractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

The Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information/reports including auditor review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

3.17 Bidder obligations:

- i. Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Bidder is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Bidder will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Bidder's negligence. Bidder will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Bidder is responsible for the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. Bidder shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' of the Bank.

- vi. Without the Bank's prior written permission, Bidder shall not store or share Bank's materials including Confidential Information outside the geographical boundary of India or in/with a public cloud.
- vii. Bidder agrees that the Bank either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Bidder, wherein the Bank has integrations.
- viii. Bidder agrees that it shall communicate to the Bank well in advance along with detail plan of action, if any changes in Bidder's environment/infrastructure is of the nature that may have direct or indirect impact on the Services provided under this Agreement or operations of its Services.
- ix. Bidder shall ensure confidentiality, integrity and availability of the Bank's information at all times.

3.18 Service Level Agreement

The successful bidder is bound and to comply the Service Levels as described below-

- i. The successful bidder shall have to enter into "Service Levels Agreement" having all terms and conditions of this RFP to maintain uptime and provide the service support and onsite support during the entire contract period.
- ii. The bidder will be totally responsible for the maintenance, configuration and fault free operations of supplied infrastructure i.e. software and its maintenance during the warranty and post warranty (AMC/ATS period) period.
- iii. Any technical glitch/ issue in installed infrastructure of the solution (i.e. software, OS/DB etc.) should be attended on priority and should be covered under warranty/AMC.
- iv. The bidder has to maintain a guaranteed minimum uptime of 99.50% for all solutions supplied under this RFP to avoid any business disruption due to breakdown of system or degraded performance impacting business or unavailability of data. The calculation of uptime will be on a monthly basis.
- v. The issue/ break down message may be communicated to/by the Bank team by way over phone / email/ call logging.
- vi. For penalty calculation, the total time elapsed between the intimation of break down message from Bank side to the vendor and receipt of rectification message from the bidder to Bank side will be considered.
- vii. During the warranty period, the penalty will be deducted in quarterly FMS payment. In case, Bank is unable to adjust penalty in FMS payment, the Bank at its discretion may invoke the Performance Bank Guarantee (PBG) to deduct the penalty amount.
- viii. Post warranty period, the penalty will be deducted in quarterly AMC/ATS payment. In case, the Bank is unable to adjust penalty in AMC/ATS payment, the Bank at its discretion may invoke the Performance Bank Guarantee

(PBG) to deduct the penalty amount.

- ix. If the support services is not provided on 24*7 basis and/or satisfactory services are not provided, the Bank with its discretion may reject the proposal/ terminate the contract, without assigning any reason.
- x. Apart from maintaining uptime of 99.50%, for any breakdown / malfunctioning of hardware and it's any of the components or accessories or any system software issue etc., the resolution time is mentioned below:-

$$\text{Uptime \%} = \frac{\text{((Number of hours in month - Number of hours impacted in month))}}{\text{Total Number of hours in month}} * 100$$

Uptime and penalties for downtime:

Level of uptime per month	Downtime charges to be paid/levied by the Bank
99.50% and above (3 Hours 36 Min.)	Nil
99.00% and above but below 99.50%	1% of total cost of ATS charges
98.50% and above but below 99.00%	3% of total cost of ATS charges
98.00% and above but below 98.50%	5% of total cost of ATS charges
97.50% and above but below 98.00%	8% of total cost of ATS charges
Below 97.50%	10% of total cost of ATS charges and the bank also reserves the right to terminate the contract. Further if the number of downtime instances during a month exceeds 3, an additional 0.50% downtime will be reduced from the uptime and penalty will be calculated accordingly. However such SLAS will only be applicable to the deployed system only after the system is deemed in steady state by the bidder and the Bank.

- xi. For calculation of uptime (penalty), planned/ scheduled down time will be exempted. Bank will pay the bidder after deducting the calculated penalty from the payable amount.
- xii. The bidder should comply with the security and audit standards of the Bank and various regulatory guidelines. For this, the bidder should apply new patches without any additional cost to the bank, during the contract period.

CHAPTER 4 - LEGAL AND CONTRACTUAL

4.1 Dispute Resolution Mechanism

The Bidder and The Bank shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:-

- I. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- II. The matter will be referred for negotiation between General Manager (IT&DBD) of The Bank / Purchaser and the Authorized Official of the Bidder. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in New Delhi and conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

The arbitrators shall hold their sittings at New Delhi. The arbitration proceedings shall be conducted in English language. Subject to the above, the courts of law at New Delhi alone shall have the jurisdiction in respect of all matters connected with the Contract/Agreement. The laws applicable to this contract shall be the laws in force in New Delhi, India. The contract shall be governed by and interpreted in accordance with Indian law. The award will be recorded in writing, along with the reasons therefor. The arbitration award shall be final, conclusive and binding upon the Parties and judgment may be entered thereon, upon the application of either party to a court of competent jurisdiction. Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.

The successful bidder(s) 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, as the case may be, is obtained. The venue of the arbitration shall be in Delhi.

Notwithstanding the above, the Bank shall have the right to initiate appropriate proceedings before any court of appropriate jurisdiction, should it find it expedient to do so.

4.2 Jurisdiction & Governing Laws

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

4.3 Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed followed by hand-delivery with acknowledgement thereof or transmitted by pre-paid registered post or courier.

Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.4 Authorized Signatory

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the bank about the obligations under the contract. The selected Bidder shall submit at the time of signing the contract a certified copy of the resolution of their board, authenticated by the company secretary, authorizing an official or officials of the Bidder to discuss, sign agreements/contracts with The Bank, raise invoice and accept payments and also to correspond. The Bidder shall provide proof of signature identification for the above purposes as required by the bank.

4.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or The Bank as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:-

- Natural phenomenon, including but not limited to floods, droughts, earthquakes, epidemics and pandemics
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
- Terrorist attack, public unrest in work area

Provided either party shall within 10 days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or The Bank shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions related to indemnity, confidentiality survive termination of the contract.

The determination of whether a particular condition or situation qualifies as a Force Majeure event shall rest solely with the Bank, and such determination shall be final and binding on the bidder. Unless otherwise directed by the bank in writing, the Bidder affected by force majeure shall continue to perform the obligations under this agreement, which are not affected by the force majeure event and shall take such steps as are reasonably necessary to remove the causes resulting in force majeure and to mitigate the effect thereof.

As soon as the cause of force majeure has been removed, the Bidder shall notify the Bank and resume the affected activity without delay.

Notwithstanding the above, the decision of the bank shall be final and binding on the Bidder in the event of force majeure.

4.6 Confidentiality

This document contains information confidential and proprietary to the Bank. Additionally, the bidder will be exposed by virtue of the contracted activities to internal business information of the Bank, affiliates, and/or business partners. Disclosure of receipt of any part

of the aforementioned information to parties not directly involved in providing the services requested could result in the disqualification of the bidder, premature termination of the contract, or legal action against the bidder for breach of trust. The information provided / which will be provided is solely for the purpose of undertaking the services effectively.

No news release, public announcement, or any other reference to this RFP or any program there under shall be made without written consent of Bank. Reproduction of this RFP, by photographic, electronic, or other means is strictly prohibited.

The bidder must undertake that they shall hold in trust any Information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such Information. The bidder also has to agree to restrict access and disclosure of Information to such of their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause.

Physical as well as logical security of data to be ensured. This step should include having the employees assigned to Punjab & Sind Banks' work sign a 'Confidentiality Agreement'. The selected vendor(s) undertakes not to keep this data with its company after the end of this agreement. This clause will outlive the agreement date. The Bidder shall sign a Non-disclosure Agreement as stated in the RFP.

4.7 Ownership and Retention of Documents

The Bank shall own the documents prepared by or for the selected Bidder arising out of or in connection with the Contract.

Forthwith upon expiry or earlier termination of the Contract and at any other time on demand by The Bank, the Bidder shall deliver to The Bank all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder while performing the Service(s), unless otherwise directed in writing by The Bank at no additional cost.

The selected Bidder shall not, without the prior written consent of The Bank/ Purchaser, store, copy, distribute or retain any such Documents.

The selected Bidder shall preserve all documents provided by or originating from The Bank / Purchaser and all documents produced by or from or for the Bidder in the course of performing the Service(s) in accordance with the legal, statutory, regulatory obligations of The Bank /Purchaser in this regard.

4.8 Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc., arising from the use of the Goods or any part thereof in India, the Vendor(s) shall act expeditiously to extinguish such claim. If the Vendor(s) fails to comply and the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor(s) shall be responsible for the compensation to the claimant including all expenses, court costs and lawyer fees. The Bank will give notice to the Vendor(s) of such a claim, if it is made, without delay. The Vendor(s) shall indemnify the Bank against all third-party claims.

4.9 Intellectual Property Indemnity & Indemnity against Misuse of License

The selected vendor(s) has to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or

contributory infringement of, or inducement to infringe, any Indian or foreign patent, trademark or copyright, arising out of the performance of this contract.

The selected vendor(s) shall have to undertake to indemnify Punjab & Sind Bank and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement or misuse by vendor(s) of, any license issues arising out of the execution of this contract.

Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

4.10 Legal Compliance

The successful bidder hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this agreement, the Bank is informed or information comes to the Bank's attention that the Successful bidder is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this agreement with immediate effect.

It shall be the sole responsibility of the Vendor(s) to comply with all statutory, regulatory & Law of Land and provisions while delivering the services mentioned in this RFP. If any new guidelines are issued by these organizations, the bidder shall arrange for its compliance/ Upgradation/ development during the contract period without any cost to Bank.

The Successful bidder shall maintain all proper records, particularly but without limitation accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records, returns and applicable documents under the Labour Legislation.

The Successful bidder shall ensure payment of minimum wages to persons engaged by it as fixed from time to time under the Minimum Wages Act, 1948. In case the same is not paid, the liability under the act shall solely rest with the successful bidder. Further, bidder to ensure that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be made to provide remuneration for services provided to the Bank on behalf of selected bidder.

Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws especially contract Labour (Abolition) Act, EPF Act and ESI Act, throughout the currency of this Agreement.

Service Provider shall be solely liable & responsible for compliance of all applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, registration of labours, ESIC, PF, workman compensation etc. and the Bank shall have no liability in these regards. Salaries of employees of the vendors are being directly credited to the employees' account. Confirmation that Payment of

statutory dues like PF, ESIC etc. are being made on time to the employees be submitted along with the monthly bills raised by vendor.

The bidder should adhere to laws of land and rules, regulations and guidelines prescribed by various regulatory, statutory and Government authorities. The Bidder is to compliant to all existing regulatory guidelines of GOI /RBI and also adheres to requirements of the IT Act 2000 (including amendments in IT Act 2008) and Payment and Settlement Systems Act 2007 and amendments thereof. A self-declaration to this effect is to be submitted by the bidder.

The Bank reserves the right to conduct an audit / ongoing audit of the services provided by the bidder. The Bank reserves the right to ascertain information from the banks and other institutions to which the bidders have rendered their services for execution of similar projects.

Compliance in obtaining approvals/permissions/licenses: The Vendor(s) shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc, as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all third party claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Vendor(s).

This indemnification is only a remedy for the Bank. The Vendor(s) is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court and arbitration awarded damages and shall exclude consequential and incidental damages. However indemnity would cover direct and indirect damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

4.11 Conflict of Interest

The Bidder shall disclose to the Bank in writing all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.12 Inspection of Records

Subject to receipt of prior written notice, all Vendor(s) records/premises with respect to any matters covered by this Tender shall be made available to the Bank or its designees and regulators including RBI, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Said records are subject to examination. Bank's auditors would execute confidentiality agreement with the Vendor(s), provided that the auditors would be permitted to submit their findings to the Bank pertaining to the scope of the work, which would be used by the Bank. The cost of the audit will be borne by the Bank.

The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities. Such audit shall be conducted within normal working hours of the Vendor(s) and the Bank's auditors shall comply with confidentiality and security requirements as specified by the Vendor(s).

4.13 Publicity

Any publicity by either party in which the name of the other party is to be used should be done only with the explicit written permission of such party.

The bidder agrees to make no reference to Bank or this procurement or resulting contract in any literature, promotional material, brochures, sales presentation or the like without the express prior written consent of Bank.

4.14 Solicitation Of Employees

Both the parties agree not to hire, solicit, or accept solicitation (either directly, indirectly, or through a third party) for their employees directly involved in this contract during the period of the contract and one year thereafter, except as the parties may agree on a case-by-case basis. The parties agree that for the period of the contract and one year thereafter, neither party will cause or permit any of its directors or employees who have knowledge of the agreement to directly or indirectly solicit for employment the key personnel working on the project contemplated in this proposal except with the written consent of the other party. The above restriction would not apply to either party for hiring such key personnel who (i) initiate discussions regarding such employment without any direct or indirect solicitation by the other party (ii) respond to any public advertisement placed by either party or its affiliates in a publication of general circulation or (iii) has been terminated by a party prior to the commencement of employment discussions with the other party.

4.15 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 IP Infringement indemnity, bodily injury (including Death) and damage to real property and tangible property caused by vendor(s)/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(s) that gave rise to claim, under this Tender. Vendor(s) shall not be liable for any indirect, consequential, incidental or special damages under the Agreement/ Purchase Order.

4.16 Signing of Pre-Contract Integrity Pact

To ensure transparency, equity, and competitiveness and in compliance with the CVC guidelines, this tender shall be covered under the Integrity Pact (IP) policy of the Bank. The pact essentially envisages an agreement between the prospective bidders/vendor(s) and the Bank committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The format of the agreement is enclosed as **Appendix-F** on stamp paper.

Signing of IP with Bank would be one of the preliminary qualifications for further evaluation. In other words, entering into this pact would be one of the preliminary qualifications for this tender and the pact shall be effective from the stage of invitation of bids till the complete execution of the contract. Any vendor(s)/ bidder did not sign the document or refusing to sign shall be disqualified in the bidding process.

Sh. Debal Kumar Gayen & Sh. Pramod Kumar Garg have been appointed as IEM (Independent External Monitor) for the bank. IEM can be contacted at: -

i. **Sh. Debal Kumar Gayen,**

Email: gayen.dk@gmail.com

Mob: +91-9113484729

2. **Sh. Pramod Kumar Garg**

Email: pkgarg.1957@gmail.com

Mob: +91-9810778058

4.17 Non-Disclosure Agreement

The bidder shall take all necessary precautions to ensure that all confidential information is treated as confidential and not disclosed or used other than for the purpose of project execution. Bidder shall suitably defend, indemnify Bank for any loss/damage suffered by Bank on account of and to the extent of any disclosure of confidential information. The bidder shall furnish an undertaking and have to sign a Non-Disclosure Agreement as per **Annexure-VII** on stamp paper. No media release, public announcement or any other reference to the RFP or any program there under shall be made without the written consent from the Bank. Reproduction of this RFP, without the prior written consent of the Bank, by photographic, electronic or other means is strictly prohibited.

Punjab & Sind Bank

ANNEXURE – I
Tender Covering Letter
(Should be submitted on Company's letter head)

The Assistant General Manager
Punjab & Sind Bank,
HOIT Department,
2nd Floor, Plot No. 151, Sector 44,
Institutional Area,
Gurugram -122003

Dear Sir,

Sub: Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM).

Ref No. _____ **dated** _____

With reference to the above RFP, having examined and understood the instructions including all annexure, terms and conditions forming part of the Bid, we hereby enclose our offer for IT Service and Operation Management Solution in the RFP document forming Technical Bid as well as Commercial Bid being parts of the above referred Bid. I am authorized to sign the documents in this regard and the copy of authorization letter/ POA / Board resolution is attached herewith.

We agree to abide by and fulfil all the terms and conditions of the tender and in default thereof, to forfeit and pay to you or your successors, or authorized nominees such sums of money as are stipulated in the conditions contained in tender together with the return acceptance of the contract.

We confirm that we have noted the contents of the GeM bid/RFP and have ensured that there is no deviation in filing our response to the RFP and that the Bank will have the right to disqualify us in case of any such deviations.

Until a formal contract is executed, this tender offer, together with the Bank's written acceptance thereof and Bank's notification of award, shall constitute a binding contract between us. We understand that The Bank is not bound to accept the lowest or any offer the Bank may receive. We also certify that we have not been blacklisted by any PSU Bank/IBA/RBI at the time of Bid submission and at the time of bid submission.

All the details mentioned by us are true and correct and if the Bank observes any misrepresentation of facts on any matter at any stage, Bank has the absolute right to reject the proposal and disqualify us from the selection process. The bank reserves the right to verify /evaluate the claims made by the Bidder independently.

Dated this ____ day of _____, 2026

Authorized Signatory

Designation

Vendor's name

(Name of Address Authorized Signatory)

Company Name and Seal

ANNEXURE – II
Bidder's Information
(Should be submitted on Company's letter head with company seal and signature of the authorized person)

Reg: Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM)

Ref: RFP No. _____ dated _____

S.No.	Particulars	Details
1.	Name of the Company Address for Correspondence: Registered Office: Corporate Office:	
2.	Constitution (Proprietary/Partnership/Private Ltd./Public Ltd./LLP/Others)	
3.	Registration No. and date of establishment	
4.	Website Address	
5.	Email Address	
6.	Number of Years in the Business	
7.	Detail of Tender Fee and Earnest Money Deposited.	
8.	If any exemption required with respect to EMD or Start-up.	
9.	Income Tax PAN GSTN ID <u>Beneficiary Bank Details</u> Beneficiary Name Beneficiary Account Number Type of Account (OD/OCC etc.) IFSC Name of the Bank and Branch address	_____ _____
10.	Complete Production Site Address	
11.	Complete DR Site Address	
12.	Single Point of contact for this RFP Name: Designation: Mobile No.: Landline No.: Email-ID (any changes in the above should be informed in advance to Bank)	
13.	Name of Person Authorized to sign Designation. Mobile No. Email Address	

Wherever applicable submit documentary evidence to facilitate verification.

DECLARATION:

I/We hereby declare that the terms and conditions of the tender stated herein and as may be modified/mutually agreed upon are acceptable and binding to me/us. We understand and agree and undertake that: -

1. The Bank is not bound to accept the lowest bid or may reject all or any bid at any stage at its sole discretion without assigning any reason, therefore.
2. If our Bid for the above job is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form. Unless and until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.
3. We have read and understood all the terms and conditions and contents of the RFP and also undertake that our bid conforms to all the terms and conditions and does not contain any deviation and misrepresentation. We understand that the bank reserves the right to reject our bid on account of any misrepresentation/deviations contained in the bid.
4. Bank 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 and the Bank's decision in this regard shall be final and binding on us.
5. I/ We do not have any conflict of interest as mentioned in the RFP document.
6. I/We submit this application under and in accordance with the terms of the RFP document and agree and undertake to abide by all the terms and conditions of the RFP document.
7. The Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
8. The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
9. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
10. We have quoted for all the services/items mentioned in this RFP in our price Bid.
11. The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
12. We agree to the splitting of order in the proportion as stated in the RFP at the discretion of Bank.
13. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
14. If our bid is accepted, we are to be jointly and severally responsible for the due performance of the contract.
15. We ensured that salary payments to resources deployed for Bank's Project is done through Transfer mode from bidder's Bank a/c directly to credit into their specific salary accounts only. No cash payments are to be made to provide remuneration for services provided to the Bank on behalf of the selected bidder.
16. Bidder means the vendor(s) who is decided and declared so after examination of commercial bids.
17. We ensure that the entire data relating to payment systems operated by them will be stored in a system only in India. This data should include the full end-to-end transaction details / information collected / carried / processed as part of the message / payment instruction.
18. We confirm that Payment of statutory dues like PF, ESIC etc. are being made on time to the employees.

Date:
Bidder's Authorized Signatory
Designation
Bidder's name

Place:

Company Name and Seal

ANNEXURE - III

Bid Security Declaration

(To be stamped in accordance with stamp act)

(Should be submitted by eligible MSEs/Startups on Company's letter head with company seal and signature of the authorized person)

Date: _____

To,
Assistant General Manager (IT)
Punjab & Sind Bank,
HOIT Department,
Plot No.151, Sector 44,
Institutional Area, Gurugram- 122003

Dear Sir,

We, the undersigned, declare that:

We, M/s..... (herein referred to as bidder) understand that, according to bid clause No. 1.12, bids may be supported with a Bid Security Declaration, bidder render the declaration that:-

Bank may proceed against us for recovery of actual direct losses as per the remedy available under an applicable law (maximum up to Rs...../-) and In case of Execution of Bid Security Declaration, we, M/s.....may be suspend for three (3) years from being eligible to submit our bids for any contracts with the Bank if we, M/s..... are in breach of our obligation(s) under the bid conditions, in case we, M/s.....:-

- Fails to honor submitted bid; and/or
- If the bidder withdraws the bid during the period of bid validity (180 days from the date of opening of bid).
- If the bidder makes any statement or encloses any form which turns out to be false, incorrect and / or misleading at any time prior to signing of contract and/or conceals or suppresses material information; and / or
- The selected bidder withdraws his tender before furnishing the unconditional and irrevocable Performance Bank Guarantee.
- The bidder violates any of the provisions of the terms and conditions of this tender specification.
- In case of the successful bidder, if the bidder fails:
 - To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank
 - To furnish Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank either at the time of or before the execution of Agreement.
 - Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of bidder to sign and execute the Purchase Order / Service Level Agreements or any other documents, as may be required by the Bank, if the bid is accepted.

We, M/s.....understand that this declaration shall expire if we are not the successful bidder and on receipt of purchaser's notification of the award to another bidder; or forty-five days after the validity of the bid; whichever is later.

Name of Signatory

Designation

ANNEXURE-IV
Pre-Qualification Criteria

Ref: RFP No. _____ dated _____

We have carefully gone through the contents of the above referred RFP along with replies to pre-bid queries & amendment, if any, and furnish the following information relating to Pre-Qualification Criteria.

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Submitted Document along with page 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. For MSE/Startups bidders, they should be operating since last 3 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.	The Bidder must have registered an annual turnover of Rs. 2.4 crore in previous three Financial years. For MSE/Startups Bidder must have registered an annual turnover of Rs. 1.2 crore in previous three Financial years. The Bidder should provide Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2022-23, FY2023-24 & FY2024-25. The bidder should have positive net worth during the last three financial years i.e. FY2022-23, FY2023-24 & FY2024-25.	Provide CA Certificate and Audited Financial statements (Balance sheet and Profit & Loss statement) for the last three (3) Financial years i.e. FY2022-23, FY2023-24 & FY2024-25. The CA certificate provided in this regard should be without any riders or qualification	
3.	The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ BFSI in India.	Undertaking to be provided as per Annexure-XI	
4.	The bidder should have experience in Supply, Installation, Implementation and Maintenance of General Purpose	Satisfactory Performance Certificate from the Clients. OR	

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Submitted Document along with page no
	<p>Network HSM or payment HSM device in at least one Public / Private Sector Bank(s)/ PSU / Government entity/ any BFSI in India during last 3 years. The bidder should submit original letter from the organization duly signed by authorized signatory regarding their satisfactory services on above areas.</p>	<p>Purchase Order or Email from the client containing all the required information.</p> <p>Kindly note that that Client's Email should be from their official Email IDs only, containing their name, designation & Mobile no.</p> <p>OR</p> <p>Copy of Work Order along with any other proof of execution.</p>	
5.	<p>The bidder should not be involved in any litigation which threatens solvency of company.</p>	<p>Details of addresses, contact details and corresponding document is to be attached.</p>	
6.	<p>The bidder should be Original Equipment Manufacturer (OEM) or authorized partner of OEM with an authority to sell, upgrade supply, service, and support and maintain the proposed solution(s) (software) during the entire period of contract with the Bank as on the date of RFP. Relevant Certification to be attached with the bid document. The bidder needs to submit Manufacturer Authorization Form (MAF), having reference to this RFP, from respective OEMs stating that bidder is authorized partner / system provider of OEM and is authorized to participate in this RFP.</p> <p>Note: In the response to the RFP, OEM (in individual capacity) and OEM with bidder cannot bid simultaneously i.e. either OEM (Original Equipment Manufacturer) in individual capacity or OEM with bidder i.e. their authorized distributor/partner in India can bid in the RFP. In case, both OEM (in individual capacity) and OEM with bidder submit</p>	<p>OEM certificates are to be provided by vendor</p>	

Sr.	ELIGIBILITY CRITERIA	SUPPORTING DOCUMENTS TO BE SUBMITTED	Submitted Document along with page no
	the bids, the bid submitted by OEM (in individual capacity) alone will be considered.		
7.	The Bidder should have Support Office in Delhi NCR and Mumbai.	Proof to be submitted	
8.	The OEM of the solution should have technical support centre in India	Proof to be submitted	
9.	The bidder company should be a valid ISO 9000/9001 or ISO/IEC 27001 certification holder company for the IT related activities.	Copy of the ISO 9000/9001 or ISO/IEC 27001 certificate should be submitted along with the Technical bid.	
10.	Bidder should have all necessary licenses, permissions, no objections, Approvals as required under the law for carrying out its business. It should have valid GST and other applicable taxes registration certificates/PAN etc	Undertaking to be submitted.	
11.	Bidder should provide undertaking that any of its subsidiary or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners has not participated in the bid process	Undertaking to be submitted.	

Date

Signature with seal

Name:

Designation:

ANNEXURE-V

ACCEPTANCE/ COMPLIANCE CERTIFICATE

Ref: RFP No. _____ dated _____

All Terms and Conditions including scope of work

We here by undertake and agree to abide by all the terms and conditions/ scope of work stipulated by the Bank in this RFP including all addendum, corrigendum etc. Any deviation may result in disqualification of bids.

Punjab & Sind Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Signature:
Seal of company

Technical Specification

We certify that the systems/services offered by us for tender conform to the specifications stipulated by you with the following deviations

List of deviations

- 1) _____
- 2) _____
- 3) _____
- 4) _____

(If left blank it will be construed that there is no deviation from the specifications given above)

Signature:
Seal of company

ANNEXURE-VI

MANUFACTURER'S AUTHORIZATION FORM

RFP No:

(Letter to be submitted by the Manufacturer on firm's letter head –For
Software/licenses/subscription)

Deputy General Manager
Punjab & Sind Bank
Second Floor
IT Department
Plot Number 151, Sector 44,
Gurugram, 122003

Dear Sir,

Sub: Request for proposal for selection of vendor(s) for procurement of IT Service and Operation Management Solution vide RFP No: _____

We, who are established and reputable manufacturers / producers of _____ having factories / development facilities at _____ (address of factory / facility) do hereby authorize M/s _____ (Name and address of Authorized Business Partner (ABP)) to submit a Bid, and sign the contract with you against the above RFP.

1. We hereby extend our full warranty for the Products and services offered by the above ABP against the above RFP.
2. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products supplied by the ABP:
 - (a) Such Products as the Bank may opt to purchase from the ABP, provided, that this option shall not relieve the ABP of any warranty obligations under the RFP; and
 - (b) In the event of termination of production of such Products:
 - i. advance notification to the Bank of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
 - ii. Following such termination, furnishing at no cost to the Bank operations manuals, standards and specifications of the Products, if requested.
3. We duly authorize the said ABP to act on our behalf in fulfilling all installations, technical support and maintenance obligations required by the contract.
4. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has

been registered with competent authority. We certify that we fulfil all the requirements in this regard and our ABP is eligible to participate in the above RFP.

5. We hereby extend our full guarantee and warranty as per terms and conditions of the Bid and the contract for the equipment and services offered against this invitation for Bid offer by the above firm. We undertake to provide back-to-back support for spare and skill to the bidder for subsequent transmission of the same to the Bank. We also undertake to provide support services during warranty as well as AMC period if the above bidder authorized by us fails to perform in terms of the RFP.

Yours faithfully

Place:

Date:

Authorized Signatory
(Name of manufacturers)

Name:

Phone No.:

Fax:

E-mail:

Punjab & Sind Bank

ANNEXURE-VII

NON-DISCLOSURE AGREEMENT

All bidders must sign the Non-Disclosure Agreement (NDA) while submitting the response to the Request for proposal (RFP). Bidders must comply with all clauses mentioned in the NDA. No changes to the NDA are allowed.

NDA format is provided below.

(To be stamped in accordance with stamp act)

Strictly Private and Confidential

This Non-Disclosure Agreement made and entered into at..... Thisday.....of.....20.....BY AND BETWEEN , a company incorporated under the Companies Act, 1956 having its registered office at (Hereinafter referred to as the Vendor which expression unless repugnant to the context or meaning thereof be deemed to include its permitted successors) of the ONE PART;

AND

Punjab & Sind Bank, a body corporate, established under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1980 and having its Head Office at NBCC Office Complex, Block 3, East Kidwai Nagar, New Delhi – 110023, India (herein after referred to as "Bank" which expression shall unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

The Vendor and Punjab & Sind Bank are hereinafter collectively referred to as "the Parties" and individually as "the Party".

WHEREAS:

1. Punjab & Sind Bank is engaged in the business of providing financial services to its customers and intends to engage service provider for procurement of IT Service and Operation Management Solution.
2. In the course of such assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Vendor some Confidential Information (as hereinafter defined), to enable the Vendor to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").
3. The Vendor is aware and confirms that all information, data and other documents made available in the RFP/Bid Documents/Agreement /Contract or in connection with the Services rendered by the Vendor are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Vendor undertakes to safeguard and protect such confidential information as may be received from Punjab & Sind Bank.

NOW, THEREFORE THIS AGREEMENT WITNESSED THAT in consideration of the above premises and the Punjab & Sind Bank granting the Vendor and or his agents, representatives to have specific access to Punjab & Sind Bank property / information and other data it is hereby agreed by and between the parties hereto as follows:

1. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by Punjab & Sind Bank to the Vendor whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Vendor to carry out the proposed Implementation assignment, and shall mean and include data, documents and information or any copy, abstract, extract, sample, note or module thereof, explicitly designated as "Confidential"; Provided the oral information is set forth in writing and marked "Confidential" within seven (7) days of such oral disclosure.
- (ii) The Vendor may use the Confidential Information solely for and in connection with the Purpose and shall not use the Confidential Information or any part thereof for any reason other than the Purpose stated above.

Confidential Information in oral form must be identified as confidential at the time of disclosure and confirmed as such in writing within seven (7) days of such disclosure.

Confidential Information does not include information which:

- (a) is or subsequently becomes legally and publicly available without breach of this Agreement by either party,
- (b) was rightfully in the possession of the Vendor without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- (c) was rightfully obtained by the Vendor from a source other than Punjab & Sind Bank without any obligation of confidentiality,
- (d) was developed by for the Vendor independently and without reference to any Confidential Information and such independent development can be shown by documentary evidence, or is/was disclosed pursuant to an order of a court or governmental agency as so required by such order, provided that the Vendor shall, unless prohibited by law or regulation, promptly notify Punjab & Sind Bank of such order and afford Punjab & Sind Bank the opportunity to seek appropriate protective order relating to such disclosure.
- (e) the recipient knew or had in its possession, prior to disclosure, without limitation on its confidentiality.
- (f) is released from confidentiality with the prior written consent of the other party.

The recipient shall have the burden of proving hereinabove are applicable to the information in the possession of the recipient. Confidential Information shall at all times remain the sole and exclusive property of the disclosing party. Upon termination of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of each of the parties.

Nothing contained herein shall in any manner impair or affect the rights of Punjab & Sind Bank in respect of the Confidential Information.

In the event that any of the Parties hereto becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient notice to the other party to enable the other Party to prevent or minimize to the extent possible, such disclosure. Neither party shall disclose to a third party any Confidential Information or the contents of this Agreement without the prior written consent of the other party. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the receiving party applies to its own similar confidential information but in no event less than reasonable care. The obligations of this clause shall survive the expiration, cancellation or termination of this Agreement

2. Non-disclosure: The Vendor shall not commercially use or disclose any Confidential Information, or any materials derived there from to any other person or entity other than persons in the direct employment of the Vendor who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Vendor shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Vendor may disclose Confidential Information to others only if the Vendor has executed a Non-Disclosure Agreement with the other party to whom it is disclosed that contains terms and conditions that are no less restrictive than these presents, and the Vendor agrees to notify Punjab & Sind Bank immediately if it learns of any use or disclosure of the Confidential Information in violation of terms of this Agreement.

Notwithstanding the marking and identification requirements above, the following categories of information shall be treated as Confidential Information under this Agreement irrespective of whether it is marked or identified as confidential:

- a) Information regarding Punjab & Sind Bank and any of its Affiliates, customers and their accounts ("Customer Information"). For purposes of this Agreement, Affiliate means a business entity now or hereafter controlled by, controlling or under common control. Control exists when an entity owns or controls more than 10% of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority of another entity; or
 - b) any aspect of Punjab & Sind Bank's business that is protected by patent, copyright, trademark, trade secret or other similar intellectual property right; or
 - c) business processes and procedures; or
 - d) current and future business plans; or
 - e) personnel information; or
 - f) Financial information.
3. Publications: The Vendor shall not make news releases, public announcements, give interviews, issue or publish advertisements or publicize in any other manner whatsoever in connection with this Agreement, the contents / provisions thereof, other information relating to this Agreement, the Purpose, the Confidential Information or other matter of this Agreement, without the prior written approval of Punjab & Sind Bank.
 4. Term: This Agreement shall be effective from the date hereof and shall continue till expiration of the Purpose or termination of this Agreement by Punjab & Sind Bank, whichever is earlier. The Vendor hereby agrees and undertakes to Punjab & Sind Bank that immediately on termination of this Agreement it would forthwith cease using the Confidential Information and further promptly return or destroy, under information to Punjab & Sind Bank, all information received by it from Punjab & Sind Bank for the Purpose, whether marked Confidential or otherwise, and whether in written, graphic or other tangible form and all copies, abstracts, extracts, samples, notes or modules thereof. The Vendor further agree and undertake to Punjab & Sind Bank to certify in writing upon request of Punjab & Sind Bank that the obligations set forth in this Agreement have been complied with.
Any provisions of this Agreement which by their nature extend beyond its termination shall continue to be binding and applicable without limit in point in time except and until such information enters the public domain
 5. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Vendor, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.

6. Remedies: The Vendor acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Vendor breaches any provision of this Agreement and agrees that, if it or any of its directors, officers or employees should engage or cause or permit any other person to engage in any act in violation of any provision hereof, Punjab & Sind Bank may suffer immediate irreparable loss for which monetary compensation may not be adequate. Punjab & Sind Bank shall be entitled, in addition to other remedies for damages & relief as may be available to it, to an injunction or similar relief prohibiting the Vendor, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.
Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).
7. Entire Agreement, Amendment and Assignment: This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein and supersedes any and all prior oral discussions and / or written correspondence or agreements between the Parties. This Agreement may be amended or modified only with the mutual written consent of the Parties. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable.
8. Dispute Resolution: Disputes, if any, arising out of this Agreement remaining unresolved by mutual discussions shall be referred to a panel of three Arbitrator. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The provisions of the Arbitration & Conciliation Act, 1996, shall accordingly apply. The venue for such Arbitration shall be New Delhi. The language of the Arbitration shall be English.
9. Governing Law: The provisions of this Agreement shall be governed by the laws of India and the competent court at Delhi shall have exclusive jurisdiction in relation thereto even though other Courts in India may also have similar jurisdictions.
10. Indemnity: The Vendor shall defend, indemnify and hold harmless Punjab & Sind Bank, its affiliates, subsidiaries, successors, assigns, and their respective officers, directors and employees, at all times, from and against any and all claims, demands, damages, assertions of liability whether civil, criminal, tortuous or of any nature whatsoever, arising out of or pertaining to or resulting from any breach of representations and warranties made by the Vendor. and/or breach of any provisions of this Agreement, including but not limited to any claim from third party pursuant to any act or omission of the Vendor, during discharge of its obligations under this Agreement.
11. General: The Vendor shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.
All Confidential Information is provided "as is". In no event shall the Punjab & Sind Bank be liable for the inaccuracy or incompleteness of the Confidential Information. None of the Confidential Information disclosed by Punjab & Sind Bank constitutes any representation, warranty, assurance, guarantee or inducement with respect to the fitness of such Confidential Information for any particular purpose.
Punjab & Sind Bank discloses the Confidential Information without any representation or warranty, whether express, implied or otherwise, on truthfulness, accuracy, completeness, lawfulness, merchant ability, fitness for a particular purpose, title, non-infringement, or anything else.
12. Waiver: A waiver (whether express or implied) by Punjab & Sind Bank of any of the provisions of this Agreement, or of any breach or default by the Vendor in performing any of the provisions hereof, shall not constitute a continuing waiver and such waiver shall not prevent Punjab & Sind Bank from subsequently enforcing any of the subsequent breach or default by the Vendor under any of the provisions of this Agreement.

In witness whereof, the Parties hereto have executed these presents the day, month and year first herein above written.

For and on behalf of ----- Ltd.
(Designation)

For and on behalf of Punjab & Sind Bank
(Designation)

Punjab & Sind Bank

ANNEXURE -VIII

Escalation Matrix

(Should be submitted by on Company's letter head with company seal and signature of the authorized person)

Ref: RFP No. _____ dated _____.

Name of the Company/Firm:

							Service- Related Issues
Sl No.	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address	
a.		First Level Contact					
b.		Second level contact (If response not received in 4 Hours)					
c.		Regional/Z onal Head (If response not recd in 24 Hours)					
d.		Country Head (If response not recd in 48 Hours)					

Any change in designation, substitution will be informed by us immediately.

Date

Signature with seal

Name:

Designation:

ANNEXURE - IX
Format for Bill of material (BOM)

Name of the Bidder:

RFP: Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM)

S no.	Item Title	Item Quantity (A)	Cost of one Device (B)	Total Cost(A*B)
1	HSM Hardware Security Module with 05 years of onsite warranty	8		

1. Prices shall be expressed in the Indian Rupees only. The bidder must quote price exclusive of all applicable taxes and duties. There should not be any separate incidental/travel/any other hidden charges. The cost will not depend on any variation in dollar exchange rate/change in tax structure during tenure of the project.
2. Bill of material has to be submitted on the letter head and is signed by an Authorized Signatory with Name and Seal of the Company.
3. We agree that no counter condition/assumption in response to commercial bid will be accepted by the Bank. Bank has a right to reject such bid.
4. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Date:

Name of the Bidder

Seal and Signature of Authorized Person

ANNEXURE – X

Litigation Certificate

Reg.: Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM).

To be provided by Statutory Auditor/Chartered Accountant

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

Date: _____

Place: _____

Signature of CA/Statutory Auditor

Name of CA/Statutory Auditor:

Designation:

Email ID:

Mobile No:

Telephone No.:

Seal of Company:

Punjab & Sind Bank

ANNEXURE – XI

Undertaking for non-blacklisting

Deputy General Manager
Punjab & Sind Bank
Second Floor
IT Department
Plot Number 151, Sector 44,
Gurugram, 122003

Dear Sir,

Reg.: Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM)

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 has 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:

ANNEXURE – XII
Technical Compliance Sheet

Technical and Functional Requirements:

S No.	Specifications	Complied (Y/N)
(All the specifications/requirements mentioned should be made available from day one. The related hardware/software components/licenses should also be made available from day one)		
1	The Hardware security module should be a network based general purpose hardware security module and should be hardware/appliance based.	
2	The HSM solution should ensure high availability with standby appliance at DC & DR via the HSM libraries and should not depend on any external load balancer. Clustering, Load Balancing should be supported.	
3	The proposed HSM should have minimum 10 partitions and each partition should be protected with unique set of user id and password to grant access as per CCA IVG guidelines.	
4	The proposed HSM should be capable of expanding partitions up to at least 20 on same HSM as business requirement may grows in future.	
5	The required solution must not be End of Life or End of Support for at least 7 years from the due date of submission of bid by the bidder.(Certificate from OEM required to be submitted)	
6	Support: 24*7 highest level support available with OEM for HSM should be included.	
7	The solution and all the components there of must have provision for dual hot-swappable power supply	
8	Support of Functionality Modules to run custom code within the secure boundary of the FIPS 140-3 Level 3 certified HSM (Code should not break FIPS 140 -3 Level 3 Boundary)	
9	There should be no root or super-user access to HSM appliance possible in any way. No access to bash, ksh or any default terminal shells should be possible.	
10	OS-Support like Windows ,Linux, etc.	
11	HSM should have minimum 20 client Licenses bundled and Activated with the proposed solution. The bidder should supply additional client licenses upto 50 as and when required by the Bank during the contract period	
12	Cryptographic APIs:- PKCS#11, JCE, Microsoft Crypto API (CSP), Cryptography Next Generation (CNG) , SQL Extensible Key Management (SQLEKM) , RESTful APIs	
13	Virtual System support for VMware, Hyper-V , Xen etc	

14	Provide new version upgrades, updates, patches, etc for all the components/ sub-components through the period of contract. 24/7 telephonic and email OEM support. OEM should be present in India and should have warehouse in India of its own or from distributor/partner	
15	Should Support remote administration for maintaining partitions and adding or removing partitions as business required without the need for accessing HSM physically in DC.	
16	HSM should be standard 1U, Rack mountable.	
17	Signed and tamper-evident event based audit logs and standard mechanisms for viewing logs should be available	
18	HSM Should have support for both Remote and Local multifactor authentication using PED Device or smart Keys/cards for enhanced Security Support.	
19	Synchronization of keys between HSMs within site/across sites on real-time basis	
20	Ability to monitor and detect Voltage and Temperature should be available.	
21	HSM should be FIPS 140-3 Level 3 certified module and certification should be in OEM Name. Certification Copy needs to be submitted	
22	HSM should have the ability to enable / disable policies by HSM commands which will be applicable for Application Users. This feature should not need any Application User login or credentials.	
23	HSM should have GUI/CLI capabilities for partition management, crypto management, backup/restore management, user management, & HSM upgrade management without need of customer to build any software/interface from HSM APIs.	
24	HSM Appliance should have Safety & Environmental Compliance as per FCC Part 15 for use in a commercial, industrial or business environment and Other Safety & Environmental Compliance: RoHS2, WEEE, UL,IEC/EN	
25	Host Interface: Should have atleast inbuilt two 1G Gigabit Ethernet ports with port bonding. All the available NICs should have IPv4 and IPv6 support. All the ports should be fully populated from day 1.	
26	Asymmetric: Support for various cryptographic algorithms: CSNA suite support , Asymmetric Key RSA (512-10240 bits), DSA , ECDSA , ECDH, Ed25519, ECIES, ECC etc. (No separate license of Algorithm to be charged)	
27	Symmetric: AES ,Support for Hash Message Digest HMAC, SHA1, SHA2 (512), SHA3(No separate license of Algorithm to be charged)	
28	Key Derivation and Key Wrapping support	
29	Random Number Generation: designed to comply with AIS 20/31 to DRG.4 using HASH based deterministic random number generator. Entropy source	
30	Cryptography: Full CSNA suite support	
31	Ability to generate and store at least 5000 RSA keys (2048 and 10240) on board on demand and shall be secured inside FIPS boundary of HSM in accordance with FIPS 140-3 LEVEL 3 recommendations or equivalent	
32	HSM should be Private Cloud compatible	

33	HSM should protect cryptographic keys against future attacks from quantum computers, specifically by supporting Post-Quantum Cryptography (PQC) algorithms from day one	
34	HSM should be complied with regulatory requirements like RBI, NCIIPC, NPCI, UIDAI etc.	
35	HSM should have all the certifications as mandated by Regulators like RBI, NPCI,UIDAI,NCIIPC etc	
36	HSM Should support minimum 500 Transaction(Signing) per Second @ RSA 2048 bits and expandable up to 8000 Transaction (Signing) per Second @ RSA 2048 bits	

Ref: RFP No._____ **dated**_____

Punjab & Sind Bank

ANNEXURE – XIII

Ref: RFP No. _____ dated _____

EXPERIENCE CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN
(Certificate from each bank on its letter head)

This is to certify that <company's name> has supplied various types of hardware, software and licenses/subscription as per below:

S. No	Name of Bank	Calendar Year	Type (Hardware/Software/licenses/subscription)	Make and model	Total Quantity of Hardware/licenses delivered	Remarks
-------	--------------	---------------	--	----------------	---	---------

Regards

Name:

Designation:

Bank:

Email ID:

Mobile No:

Telephone No.:

(Seal/ Stamp)

Note: The above certificate should be signed by a Bank Official with a rank of Chief Manager or above.

Appendix –A
Instructions to be noted while preparing/submitting Part A – Technical cum
Eligibility Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

- 1) Earnest Money Deposit (EMD)/Bank Guarantee in lieu of EMD / Exemption Certificate.
- 2) Power of Attorney / Authorization letter signed by the Competent Authority with the seal of the bidder's company / firm in the name of the person signing the bid documents with supporting documents.
- 3) Tender Covering letter as per **Annexure-I**.
- 4) Bidder's Information as per **Annexure-II**.
- 5) Bid Security Declaration as per **Annexure-III (if eligible)**.
- 6) Compliance to Pre-Qualification Criteria declaration as per **Annexure-IV** with documentary proof in support of the Pre-Qualification Criteria.
- 7) Acceptance/ Compliance Certificate as per **Annexure-V**.
- 8) Manufacturer's Authorization form as per **Annexure-VI**.
- 9) Non-Disclosure Agreement as per **Annexure-VII**.
- 10) Escalation Matrix as per **Annexure-VIII**.
- 11) Masked bill of Material as per **Annexure-IX**.
- 12) Litigation Certificate as per **Annexure-X**.
- 13) Certificate of non-blacklisting as per **Annexure-XI**.
- 14) Compliance with Technical Specifications as per **Annexure-XII**.
- 15) Experience Certificate as per **ANNEXURE – XIII**.
- 16) Signed Pre-Contract Integrity Pact as per **Appendix-F** in non-judicial Stamp paper. **(Hard copy to be submitted to Bank)**.
- 17) Checklist as per Appendix-G.
- 18) Appendix I
- 19) Solution Document & detailed specifications as per the RFP.
- 20) Compliance with technical specifications.
- 21) Software Bill of Material (SBOM) and Cryptography Bill of Material (CBOM)
- 22) Detailed BoQ with specifications of licenses and software etc.
- 23) Masked Bill of Material

Appendix -B
Instructions to be noted while preparing/submitting Part B - Commercial Proposal

All the Annexures should be submitted in Bidder's Letter Head with seal and signature of the authorized signatory.

1. Bill of Material as per **Annexure-IX**.
2. Compliance statement as per **Appendix-G**.

Punjab & Sind Bank

Appendix-C
Pre-Bid Query Format

(Bidders should submit the queries in excel format only)

Ref: RFP No. _____ dated _____.

Sl. No.	Bidder's Name	Page No.	Section	RFP Clause	Clause/Technical Specification	Bidder's Query
1						
2						
3						
4						
5						
-						

Punjab & Sind Bank

Appendix-D
Bank Guarantee Format for Earnest Money Deposit
Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act)

Ref: Bank Guarantee # _____

Date: _____

Assistant General Manager (IT)
Punjab & Sind Bank,
HO IT Department,
Plot No.151, Sector 44,
Institutional Area, Gurugram- 122003

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 Request for Proposal for Supply, Implementation and Maintenance of Network Hardware Security Module (HSM). An irrevocable Financial Bank Guarantee (issued by a nationalized /scheduled commercial Bank) against Earnest Money Deposit amounting to Rs..... 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 & Sind 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 _____) 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 & Sind, the amount Rs. _____ (Rupees _____) without any reservation, protest, demur and recourse in case the bidder fails to Comply with any condition of the bid or any violation against the terms of the bid, Without the beneficiary needing to prove or demonstrate reasons for its such demand. Any Such demand made by said beneficiary shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. This guarantee shall be irrevocable and shall remain valid up to _____. If any further extension of this Guarantee is required, the same shall be extended to such required period on receiving instructions in writing, from Punjab & Sind Bank, on whose behalf guarantee is issued. "Not withstanding anything contained herein above Our liability under this bank guarantee shall not exceed Rs. _____ (Rupees _____).

This bank guarantee shall be valid up to _____. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand, on or before _____ before 14.30 hours (Indian Standard Time) or within Bank official working hours 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 _____ 2026 at _____

Name of signatory
Bank Common Seal
Designation

Punjab & Sind Bank

Appendix-E
Format of Performance Guarantee

(Issued by any Scheduled Commercial Bank & to be executed on stamp paper of requisite value as per stamp duty payable at place of execution.)

Tender Reference No: _____

Date

The Assistant General Manager
Punjab & Sind Bank
HO IT Department, 2nd Floor,
Plot No.151, Sector 44, Institutional Area,
Gurugram-122003

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, HO IT Department 2nd Floor, Plot No.152, Sector 44, Institutional Area, Gurugram-122003 in response of (Vendor(s) / Service Provider), a Company registered under the Companies Act, 1956 and having its Registered / Corporate Office athas awarded the Contract valued Rs.....and appointed.....as Vendor(s) / Service Provider For Supply Installation & Maintenance of Hardware Security Module (HSM) vide Appointment letter / Purchase Order No.....dated.....on the terms and conditions as set out inter-alia in the said RFP and in the Appointment Letter / Purchase Order.
2. WHEREAS you have in terms of the said Appointment letter / Purchase Order called upon (Vendor(s) / Service Provider) to furnish a Performance Guarantee, for Rs.....Rupees only), equivalent to.....of the Contract value, to be issued by a Bank in your favour towards due performance of the Contract in accordance with the specifications, terms and conditions of the said Appointment letter / Purchase Order and an Agreement entered / to be entered into in this behalf.
3. WHEREAS (Vendor(s) / Service Provider) has approached us for issuing in your favour a performance Guarantee for the sum of Rs..... (Rupees.....).

NOW THEREFORE in consideration of you having awarded the Contract to.....inter-alia on the terms & conditions that provides a performance guarantee for due performance of the terms and conditions thereof. We,.....Bank,..... a body corporate constituted underhaving its Head office at.....(give full address) and a branch inter-alia at..... India at the request of.....do hereby expressly, irrevocably and unconditionally undertake to pay merely on demand from you and without any demur without referring to any other source, Rs.....(Rupees.....only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part ofof any of the terms and conditions of the Contract and in the event of.....committing any default or defaults in

carrying out any of the work or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto including non-execution of the Agreement as may be claimed by you on account of breach on the part ofof their obligations or default in terms of the said Appointment letter / Purchase Order.

4. Notwithstanding anything to the contrary contained herein or elsewhere, we agree that your decision as to whether thehas committed any such breach / default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish its claim or claims under this Guarantee, but will pay the same forthwith on demand without any protest or demur. Any such demand made by you shall be conclusive as regards the amount due and payable by us to you.
5. This Guarantee shall be valid up to plus 12 months of the Claim period from the expiry of said guarantee period. Without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
6. You will have the fullest liberty without our consent and without affecting our liabilities under this Guarantee from time to time to vary any of the terms and conditions of the said appointment letter or the Contract to be made pursuant thereto or extend the time of performance of the Contract or to postpone for any time or from time to time any of your rights or powers against theand either to enforce or forbear to enforce any of the terms and conditions of the said appointment letter or the Contract and we shall not be released from our liability under Guarantee by exercise of your liberty with reference to matters aforesaid or by reason of any time being given to or any other forbearance, act or omission on your part or any indulgence by you or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees.....only) as aforesaid or extend the period of the guarantee beyond(date) unless expressly agreed to by us in writing.
7. This Guarantee shall not in any way be affected by you are taking or giving up any securities fromor any other person, firm or company on its behalf or by the winding up, dissolution, insolvency as the case may be of
8. In order to give full effect to the Guarantee herein contained, you shall be entitled to act as if we were your principal debtors in respect of all your claims againsthereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Guarantee.
9. Subject to the maximum limit of our liability as aforesaid, this Guarantee will cover all your claim or claims againstfrom time to time arising out of or in relation to the said appointment letter / Contract and in respect of which your claim in writing is lodged on us before expiry of Guarantee.

10. Any Notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, e-mail or registered post to our Head Office / Local address as aforesaid and if sent accordingly it shall be deemed to have been given when the same has been posted.
11. This Guarantee shall not be affected by any change in the constitution of _____ or nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.
12. This Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded in writing irrespective of any dispute or controversy between you and _____ in any suit or proceeding pending before any court, Tribunal or Arbitrator relating thereto, our liability under these presents being absolute and unequivocal. The payments so made by us shall be a valid discharge of our liability for payment hereunder and _____ shall have no claim against us for making such payment.
14. We have the power to issue this Bank Guarantee in your bank's favour as the undersigned has full power to execute this Bank Guarantee under the Power of Attorney issued by our Bank.
15. Our authority to issue this guarantee may be verified with our Controlling Office situated at _____ (full details of persons to be contacted address and phone Numbers etc).
16. Notwithstanding anything contained herein above;
- i. Our liability under this Guarantee shall not exceed Rs _____ (Rupees _____ only)
 - ii. This Guarantee shall be valid and remain in force up to _____ plus the Claim period of 12(Twelve) months and including the date _____ and
 - iii. We are liable to pay the guaranteed amount or any part thereof under this Guarantee only and only if you serves upon us a written claim or demand for payment on or before the expiry of this Guarantee.

Dated this the _____ day of _____ 2026

Signature and Seal of Guarantors

Vendor(s)'s Bank

Appendix-F

(To be stamped in accordance with stamp act)

PRE-CONTRACT INTEGRITY PACT

Between

Punjab & Sind Bank (PSB) hereinafter referred to as "**The Principal**",

And

_____ hereinafter referred to as "**The Bidder/
Contractor**"

Preamble

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

In order to achieve these goals, the Principal has appointed 1. Sh. Debal Kumar Gayen and 2. Pramod Kumar Garg as Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

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

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 - Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the MD & CEO of Punjab & Sind Bank.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform MD & CEO of Punjab & Sind Bank and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in

this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the MD & CEO of Punjab & Sind Bank, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the MD & CEO of Punjab & Sind Bank, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the MD & CEO of Punjab & Sind Bank has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

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

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

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Appendix-G

Checklist			
Sl. No.	Particulars	Submitted (Yes/No)	Page No
1	Proof of RFP Cost	NA	NA
2	Certificate of Incorporation, PAN, GST Registration certificate		
3	Proof of EMD		
4	Power of Attorney		
5	Copy of Board Resolution		
6	Audited Balance Sheets & Profit & Loss Statements, CA certificate for turnover & Networth		
7	Annexure-I.		
8	Annexure-II.		
9	Annexure-III (if eligible).		
10	Annexure-IV with documentary proof in support of the Pre-Qualification Criteria.		
11	Annexure-V.		
12	Annexure-VI		
13	Annexure-VII.		
14	Annexure-VIII.		
15	Annexure-IX.		
16	Annexure-X.		
17	Annexure-XI (Undertaking for non-blacklisting)		
18	Annexure-XII (Technical Compliance Sheet)		
19	Software Bill of Material (SBOM) and Cryptography Bill of Material (CBOM)		
20	Bank Guarantee Format for Earnest Money Deposit as per Appendix-D		
21	Signed Pre-Contract Integrity Pact as per Appendix-F on non-judicial Stamp paper.		
22	Appendix-G (Checklist)		
23	Appendix-H (Undertaking of Authenticity)		
24	Appendix-I (Client References)		
26	Masked Bill of Material		
27	Detailed BoQ with specifications		
28	Signed Copy of RFP		
29	Signed Copy of Corrigendum, if any		

Note: a) All pages of the bid documents must be sealed & signed in full by authorized person.

b) All pages of the bid documents should be numbered in serial order i.e. 1, 2, 3....

Bank may ask for any other document on its discretion.

Signature & Seal of the Bidder

Appendix-H

Undertaking of Authenticity

To:

(Name and address of Procuring Office)

Sub: Undertaking of Authenticity for supplied Product(s)
Ref: PSB/HOIT/RFP/GEM2026/B/49/2025-26 dated 31.03.2026

With reference to the Product being quoted to you vide our Bid No:_____ dated _____, we hereby undertake that all the components /parts /assembly / software etc. used in the Product to be supplied shall be original new components / parts / assembly / software only, from respective Original Equipment Manufacturers (OEMs) of the Products and that no refurbished / duplicate / second hand components /parts/ assembly / software shall be supplied or shall be used or no malicious code are built-in in the Product being supplied.

1. We also undertake that in respect of licensed operating systems and other software utilities to be supplied, the same will be sourced from authorized sources and supplied with Authorized License Certificate (i.e. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

2. Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

3. In case of default and/or the Bank finds that the above conditions are not complied with, we agree to take back the Product(s) supplied and return the money paid by you, in full within seven days of intimation of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

4. We also take full responsibility of both Product(s) & Service(s) as per the content of the RFP even if there is any defect by our authorized Service Centre / Reseller / SI etc.

Dated this day of 2026

(Signature)
(Name)
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Appendix-I

Format for Submission of Client References

To whosoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
E-mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress / Completed)	
Size of Project	
Value of Work Order (In Lakh) (only single work order)	

Name & Signature of authorised signatory

-

Seal of Company

*****End of document*****

Punjab & Sind Bank