

PUNJAB & SIND BANK



REQUEST FOR PROPOSAL

FOR

**SELECTION OF CERT-IN EMPANELED BIDDER FOR PROVIDING CYBER
SECURITY SERVICES (CSS)**

BID NO: PSB/ HO-CISO CELL/2026/SERVICES RFP DATED 20/02/2025

STAFF TRAINING CENTRE PUNJAB AND SIND BANK

Punjab & Sind Bank, CISO cell 3rd Floor,

B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B,

Rohini, Delhi, 110085

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1 KEY INFORMATION

Particulars	Details
Tender Title	Request for Proposal for Selection of Cert-IN empaneled bidder for providing Cyber Security Services (CSS)
Security Deposit/Earnest Money deposit	Rs. 51,00,000/- (INR Fifty-One Lakh Only)
Bid validity	180 days from the date of opening of the bid.
Performance Bank Guarantee	5 % of the total project cost. The selected bidder shall be responsible for providing the PBG for the duration of the contract (Including the extension) + claim period (12 months) of the Bank guarantees
Date of Publishing the tender on Bank's Website	20/02/2026
Last Date for submission of Pre-Bid Query	27/02/2026 Pre bid queries should be submitted as per Annexure 15 in MS- excel format. Queries must be mailed to soc.tender@psb.bank.in only quoting tender reference number in the subject. Subject of the email should be given as "Pre-Bid Queries for XXXX dated XXXX". Queries reaching afterwards will not be entertained.
Date and Time for Pre-Bid Meeting	02/03/2026 at 3:00 PM Pre-Bid meeting will be held Online, and participants are requested to attend the meeting Online. Those who are interested in participating the Prebid meeting should share the participant details to soc.tender@psb.bank.in Upon perusal of the same, the link / meeting id will be shared to the participant to participate in the virtual meeting. Pre-Bid meeting venue details for bidder who are interested to be present physically STAFF TRAINING CENTRE PUNJAB AND SIND BANK <i>Punjab & Sind Bank, CISO cell 3rd Floor, B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B, Rohini, Delhi, 110085</i>
Last Date and Time for submission of Bids	13/03/2026 at 3:00 PM
Date and Time of Opening of Bids	13/03/2026 at 3:30 PM
Place of Opening of Bids	STAFF TRAINING CENTRE PUNJAB AND SIND BANK Punjab & Sind Bank, CISO cell 3rd Floor,

Particulars	Details
	B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B, Rohini, Delhi, 110085
Submission of Bids	https://gem.gov.in/
Contact Persons for any clarifications	Name: Deep Kumar (Manager) Contact No.: 011-41455521 Email ID: soc.tender@psb.bank.in Name: Amit Tiwari (Asst. General Manager) Contact No.: 011-41455521 Email ID: soc.tender@psb.bank.in
Project Office Location	STAFF TRAINING CENTRE PUNJAB AND SIND BANK Punjab & Sind Bank, CISO cell 3rd Floor, B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B, Rohini, Delhi, 110085
Other Details	<ol style="list-style-type: none"> 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 published. No suggestions or queries shall be entertained after pre-bid meeting. This document can be downloaded from https://punjabandsind.bank.in/, https://gem.gov.in/, and https://eprocure.gov.in/ Any Amendments, Modifications, Pre-Bid Replies, Clarifications & any communication etc. will be uploaded on the GeM Portal i.e. https://gem.gov.in/. No individual communication will be sent to the individual bidders. An announcement regarding the publication of the RFP will also be made in newspapers, informing bidders that the document can be downloaded from the following websites: https://punjabandsind.bank.in/, https://gem.gov.in/, and https://eprocure.gov.in/
Information for Online Participating: The following activities will be conducted online through the https://gem.gov.in/ website: <ol style="list-style-type: none"> Purchase of RFP document including all Annexures. Addendums to the RFP. Submission of Technical Bid by the Bidder. Opening of Technical Bid by the Bank. Announcement of results, if any. Instructions: <ol style="list-style-type: none"> Bidders who wish to participate will have to register with GeM Portal and follow respective guidelines. In case of any clarification/ queries regarding online registration/ participation, Bidders may reach out to: Email: soc.tender@psb.bank.in 	

* All MSEs(Micro & Small Enterprises) 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 Participation Fee, EMD amount only. Relevant Certificates should be submitted by the bidder in this regard to avail exemption

Note:

1. If any of the dates given above happens to be Holiday in Banks in Delhi the related activity shall be undertaken on the next working day at the same time.
2. All Claims made by the Bidder will have to be backed by documentary evidence.
3. Bidders should submit bids well before time rather than waiting for the last moment to avoid any technical glitches or networking issues etc. at their end.
4. Bidders are requested to use a reliable internet connection (data cable / broadband) to safeguard themselves. The bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc. at bidder's end.
5. No Claim of any bidder shall be entertained, whatsoever for delayed submission of their bid at any stage because of any reason. Therefore, bidders are advised to submit their bids well before the scheduled time.

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

2 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 people, and it is not possible for the Bank Representatives, their employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP Document.
- The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- The 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.

3 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 1607 branches, 29 Zonal Offices, 74 Departments in Head Office, 3 Regional Clearing Centers and 12 Currency Chests all networked under Centralized Banking Solution. It also has a network of 1000 ATMs spread across the country including onsite and offsite ATMs. 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.

4 PROJECT OBJECTIVE

The objective of this project is to select qualified and CERT-In–empaneled Cyber Security Service provider to provide services to Punjab & Sind Bank in the areas of Information Security, Cyber Security, Information Technology etc. The Selection of bidder is intended to strengthen the Bank’s information security and cyber risk management framework, support compliance with regulatory and statutory requirements, enhance the security posture of IT systems, applications, infrastructure, and ensure the availability of specialized cyber security expertise as required.

The RFP will enable the Bank to engage suitable service providers for specific assignments during the contract period, based on project requirements, performance, and regulatory needs, entirely at the Bank’s discretion.

Punjab & Sind Bank invites Requests for Proposal from reputed companies, firms, or service providers with proven experience in Information Security, Cyber Security, Information Technology, who meet the Eligibility and technical criteria specified in this RFP. Proposals are sought only from bidder’s currently empaneled with CERT-In, as published on the CERT-In website, to provide information and Cyber security services in accordance with the Bank’s requirements.

The bidder has to quote the prices as per Appendix 1: Commercial Bill of material. If required, the bank will procure services in line with the terms and conditions defined in the RFP as per unit cost mentioned in Bill of material.

5 Instruction to Bidder

5.1 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.

5.2 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.

5.3 Bid System Offer

1. 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 by 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.

2. The bidder shall submit his response to the present tender with the price which will contain the pricing information.
3. 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.
4. 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.
5. 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.
6. Bidder staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Bidder shall perform such duties regarding such deductions thereof as may be imposed on him by such laws and regulations.
7. Bidder warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and subcontractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the BANK shall have no liability in this regard.

5.4 Two Bid System:

5.4.1 Preparation of Bids:

5.4.1.1 Part A – Technical cum Eligibility Proposal

1. 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.
2. Technical cum eligibility Proposal should be submitted as per the format in Annexure 1: Submission Checklist. Relevant technical details and documentation should be provided along with Technical Proposal.
3. It is mandatory to provide compliance with the scope required by the bank.
4. 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.
5. The Bank shall not allow / permit changes in the technical/functional requirements once it is submitted.
6. 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.
7. 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.

5.4.1.2 Part B - Commercial Bid

1. Commercial Bid should be submitted as per instruction in Annexure 16.
2. 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 Appendix 1. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
3. The bidder must quote the best competitive price in the commercial bid.
4. 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.

5.5 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.

5.6 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.

5.7 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 signed and sealed is to be submitted in following form on or before the last Date and Time for bid submission as defined in the Section 1: Key information:

1. Technical Bid (on GEM Portal)
2. Commercial Bid (on GEM Portal)

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.

The Assistant General Manager (Cyber Security)
Punjab & Sind Bank
CISO Cell
B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B,
Rohini, Delhi, 110085
E-mail: soc.tender@psb.bank.in

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.

5.8 Late bids

1. 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.
2. 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.
3. All such information will be published on Bank's website or <https://gem.gov.in/> only. The bidders have to take note of it.

5.9 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

5.10 Earnest Money Deposit (EMD):

1. The bidder shall furnish Noninterest earning Earnest Money Deposit (EMD) amount 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 Annexure 10.
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. Non submission of EMD leads to rejection of Bid.
5. All MSEs 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 of 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 3.
6. 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:
 - i To sign the contract in the form and manner to the satisfaction of Punjab & Sind Bank.
 - ii To furnish the Performance Bank Guarantee in the form and manner to the satisfaction of Punjab & Sind Bank.
 - iii Bank may proceed against the selected bidder in the event of any evasion, avoidance, refusal or delay on the part of the 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.
 - iv 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.
7. 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.

5.11 Performance Bank Guarantee/Security Deposit (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 acceptance of Purchase Order.**
2. Security Deposit / Performance Guarantee 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 as mentioned in Section 1: KEY INFORMATION.
3. The selected bidder shall be responsible for providing the PBG for the duration of the contract (Including the extension) + claim period (12 months) of the Bank guarantees
4. The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favor of Punjab & Sind 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 summarily rejected.
5. The PBG applicable must be duly accompanied by a forwarding letter issued by the issuing bank on the printed letterhead of the issuing bank.
6. Security Deposit/Performance Bank Guarantee should be valid for the complete duration of contract period.
7. 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.
8. If the Contract is extended, the selected bidder has to submit fresh PBG for 5% of the extended Contract value and period along with claim period and also execute fresh/extension of Contract with the Bank within 15 days from the date of issuance of Purchase Order for renewal.

9. In the event of the Service Provider committing a breach of the terms and conditions of the contract, Bank shall provide a cure period of 30 days and thereafter invoke the PBG, if the Service Provider is unable to service the contract for whatever reason.

5.12 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.

5.13 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. The bank 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 until and until a formal contract is signed and executed by duly authorized officials of Punjab & Sind Bank and the bidder.

5.14 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:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall prevail.
2. If there is a discrepancy between percentage and amount, the amount calculated as per the stipulated percentage basis shall prevail
3. 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.
4. 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.
5. 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.
6. In case the bidder does not accept the correction of the errors as stated above, the bid shall be rejected.

7. The Highest Technical bidder shall not automatically qualify for becoming a selected bidder and for award of contract by the bank.
8. The Lowest Commercial Bidder shall not automatically qualify for becoming selected Bidder and for award of contract by the Bank.
9. 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.
10. 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.
11. 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 the Tendering process, if any event of conflict arises between the content of the Annexures submitted by bidders and the main body of RFP, then the content of main RFP shall prevail/ applicable.

5.15 Soft copy of tender document

The soft copy of the tender document will be made available on the Bank's website https://gem.gov.in/ , <https://eprocure.gov.in/> & <https://punjabandsind.bank.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.

5.16 Bid validity period

Bids shall remain valid for the period as defined in section 1: Key Information. The Bank holds the right to reject a bid valid for a period shorter than validity period defined in the RFP 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 should 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.

5.17 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 soc.tender@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 Annexure 14 (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 do not have the responsibility 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 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 bidder during the pre-bid Meeting shall not be considered as acceptance of the query/issue by the Bank.

5.18 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 Corrigendum. 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 the 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.

5.19 Disqualification

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

5.20 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 on actual.

5.21 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 purposes, 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 and meet eligibility criteria as defined in RFP

5.22 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.

Non-Disclosure Agreement

The bidder shall take all necessary precautions to ensure that all information obtained by the bidder for this engagement 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 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.

Indemnity

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

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

6 Scope of Work

This engagement involves delivering specialized Information Technology and Cyber Security services to enhance the Bank's security framework. The bidder will be responsible for performing comprehensive assessments, audits, and consultations tailored to the Bank's infrastructure and operational environment. The services aim to identify vulnerabilities, ensure compliance with regulatory standards, and recommend effective measures to mitigate risks, thereby safeguarding the Bank's digital assets and maintaining business continuity.

The Bank will provide the necessary Virtual Machines (VMs) to facilitate these services, while the bidder must procure and deploy the required platform and software solutions. All activities must be carefully planned and executed to avoid any adverse impact on the Bank's production environment. Unscheduled or unauthorized actions that could disrupt critical systems or services are strictly prohibited.

The scope of services outlined in this RFP is indicative and subject to change, reflecting evolving technologies, business needs, regulatory requirements, and emerging threats. The bidder is expected to proactively incorporate global best practices and the latest industry standards into their approach.

Service Type

Bidder to provide/comply all the services during the contract period mentioned in the RFP.

1. Risk Assessment
2. Forensic Investigation
3. Information Security Services
4. Configuration and code Review
5. Ransomware readiness services
6. Cybersecurity Awareness Content Development
7. Cyber Drill services

6.1 Risk Assessment

Brief Scope of Work

A holistic evaluation of the bank's technology environment to identify weaknesses, threats, and vulnerabilities (internal & external).

1. Identification of Information Assets (systems, data, processes)
2. Identification of inherent and IT and Cyber Security risks inclusive of AI threats.
3. Assessment of existing security controls
4. Mapping to RBI cybersecurity framework and ISO 27001
5. To assess adequacy of privacy and data protection controls
6. Preparation of Risk Register
7. Risk scoring and prioritization with Risk Analysis (Likelihood, impact etc.).
8. Recommendations for mitigation
9. Third party Technology Risk & supply chain Risk Review.
10. Physical Security Risk assessment of Data Centre , Data Recovery and NDR centres.

6.2 Forensic Investigation

Brief Scope of Work

Forensic Investigation Services involve the expert examination and analysis of digital systems, networks, and data to investigate cybersecurity incidents affecting the bank's infrastructure. This service is crucial for identifying how breaches occur, understanding their impact, preserving legally admissible evidence, and supporting regulatory compliance and legal actions.

To provide Cyber Forensic and Incident Investigation services to PSB in consultation with its IT and IS teams. These services may encompass but not limited to logs collection, acquisition of data, imaging, examination, recovery and presentation of digital evidence as determined by PSB on need basis.

1. An end-to-end investigation must track all elements of suspected/compromised assets, including how the compromise was initiated, which devices/systems were compromised, and the associated recovery process.
2. Should be able to provide cyber forensic services including but not limited to examine all digital devices including servers, desktops, laptops, networking devices, mobile phone etc., Digital evidence preservation, recovery, analysis, email extraction and database examination
3. Perform Cyber forensic and incident investigations of Operating systems, Security Solutions, Network devices, Servers & Systems, Databases, Networking devices and Applications.
4. Identify the malicious activities.
5. Identify attack vectors by which attacker could have gained access to the computer or network in order to deliver malicious payload.
6. Ensure proper chain of custody is maintained to protect integrity and all evidence recovery and collection methods are conducted, managed, and achieved in a manner consistent to maintain preservation and protection of data and evidence in its original form such that it may be admissible in the court of Law.
7. Create and maintain an electronic audit trail or manual record of all processes, including work-papers, applied to gather and examine relevant evidence in such a way to ensure even third parties should be able to examine those processes and achieve the same result.

6.3 Configuration & Rule Review

1. Review of security configurations of servers, databases, network devices, cloud resources, and security appliances against industry best practices (CIS Benchmarks, NIST, RBI, ISO 27001).

2. Assessment of operating system hardening for Windows, Linux, and other platforms, including user rights, password policies, services, patch levels, and audit settings.
3. Configuration review of SIEM, SOAR, UEBA, firewalls, other security devices and network devices including rule-base evaluation, access control lists (ACLs), NAT policies, VPN settings, and logging.
4. Security configuration review of endpoints, including antivirus/EDR, patching, encryption, and device hardening.
5. Database security assessment covering authentication, privileges, schema protection, audit logs, and data encryption.
6. Review of application server configurations (Web/App servers) including SSL/TLS settings, session management, and directory permissions.
7. Validation of identity and access management (IAM) settings, including privileged access controls, role-based access, MFA enforcement, and user lifecycle processes.
8. Examination of security logging and monitoring configuration, including log retention, SIEM integration, and alert rules.
9. Review of patch management configurations and update policies to ensure timely deployment of security patches.
10. Validation of configuration compliance with regulatory requirements applicable to banks/financial institutions (RBI Cybersecurity Framework, IT Security Guidelines).
11. Identification of configuration gaps, deviations, and misconfigurations that increase risk.
12. Provision of prioritized recommendations for remediation with severity ratings and industry-aligned best practices.
13. Preparation of document all existing OS, proprietary OS, addition of OS as updated and Annual review of all document.

6.4 Ransomware Readiness Services

1. Review of bank's overall ransomware defense posture aligned with RBI Cybersecurity Framework, circulars, and sectoral guidelines.
2. Assessment of endpoint security & XDR effectiveness, including detection of malicious processes, exploit prevention, USB control, lateral movement detection, and behavioral analytics.
3. Review of privileged access controls, including domain admin practices, IAM hygiene, MFA enforcement, PIM/PAM implementation, and monitoring of high-risk accounts.
4. Evaluation of network segmentation and data center zones to prevent lateral spread of ransomware.
5. Backup and restoration readiness assessment, covering offsite, offline, immutable, and air-gapped backups; ransomware-proof storage; and verification of restore procedures.
6. Assessment of email & messaging security, including phishing protection, malware sandboxing, anti-spoofing controls (SPF/DKIM/DMARC), and user awareness.
7. Vulnerability and patch management review, focusing on Zero-day readiness, critical patch timelines, third-party software updates, and compliance with baseline hardening.
8. Ransomware-specific Incident Response Capability Assessment, including:
 - Existence of ransomware playbooks
 - Isolation/containment strategy
 - Communication procedures
 - Law enforcement communication (CERT-In, FIU, RBI incident reporting)
9. Assessment of SOC & SIEM monitoring, including ransomware indicators-of-compromise (IOCs), lateral movement detection, threat intelligence integration, and alert response.
10. Review of data protection & encryption, ensuring sensitive data is encrypted at rest/in transit, and validating access control around crown-jewel systems.

11. Assessment of remote access security, including ZTNA hardening, MFA, device posture checks, and segregation of staff/third-party access.
12. Third-party & vendor ransomware exposure assessment
13. Resilience of critical banking infrastructure, including DC/DR strategy, replication security, failover capability, and malware isolation readiness.

6.5 Cybersecurity Awareness & Content Development

Cybersecurity awareness is a critical component of a bank's overall security posture. It focuses on educating employees and stakeholders about threats, vulnerabilities, and best practices to safeguard digital assets. As humans are often the weakest link in security, a well-structured awareness program strengthens the first line of defense against cyberattacks such as phishing, ransomware, social engineering, and insider threats.

1. Design Strategy & Annual action plan for Cyber Security Awareness in Bank for all staff members including Technical staff.
2. Providing Information/Cyber Security Awareness material, mandatory RBI certifications and awareness sessions for board members, staff, vendors, customers & subsidiaries of the bank
3. Preparation of Information/ Cyber Security Awareness Videos, Audios, Radio Jingles, Quizzes for E-learning, Manual Booklet/Brochures, etc. for spreading Information/ Cyber Security Awareness for employees, customers and vendors of the bank.
4. Conducting comprehensive Information and Cyber Security Awareness and study material tailored for Bank staff, customers, and vendors to enhance cybersecurity knowledge and compliance.
5. Developing and producing diverse awareness materials, including videos, audio clips, radio jingles, interactive quizzes for e-learning, manual booklets, brochures, flyers, screensavers, and presentations to effectively disseminate cybersecurity best practices to employees, customers, and vendors.
6. Delivering specialized, role-based Information Security documentation and material focusing on current cyber threats, compliance standards, incident response, and secure practices relevant to different stakeholder groups.
7. Design and execution of IVR-based cyber security awareness messages for employees and stakeholders, including scripting, voice recording, and scheduled call campaigns. Messages shall focus on current cyber threats, safe digital practices, and regulatory advisories, with periodic updates aligned to emerging risks.
8. The session and its content shall be updated in line with emerging and evolving AI-related threats observed during the relevant period.

6.6 Cyber Drill Services

Cyber Drill Services refer to structured, scenario-based simulations designed to test an organization's readiness to detect, respond to, and recover from cyber incidents. For banks and financial institutions, these drills are essential to validate the effectiveness of cybersecurity protocols, incident response plans, and business continuity measures in alignment with regulatory requirements such as those issued by the Reserve Bank of India (RBI), CERT-In, and other compliance frameworks like ISO 27001 and NIST. The objective is to expose operational gaps, assess coordination across IT, security, and business teams, and improve organizational resilience against evolving cyber threats such as phishing, ransomware, data breaches, or denial-of-service (DoS) attacks. Cyber Drills also serve as a proactive measure to train personnel, test communication channels, and build incident-handling confidence at both technical and executive levels.

1. Planning and Designing the Cyber Drill in coordination with the bank's IT, Cybersecurity, SOC, and Incident Response teams, aligned with CERT-In & RBI Cyber Crisis Management Plan (CCMP) guidelines.

2. Selection of Drill Scenarios relevant to the bank—such as ransomware attack, phishing-led credential compromise, ATM switch compromise, CBS disruption, DDoS attack, insider threat, or cloud security incidents.
3. Creation of drill scripts, timelines, roles, and expected actions for all participating teams (SOC, IT Ops, Network, App, Legal, HR, Senior Management).
4. Live or Controlled Technical Simulation (depending on bank’s approval) to test SOC alerting, threat detection, and response capabilities.
5. Testing of Incident Response Playbooks, including forensic readiness, containment steps, isolation procedures, and recovery workflows.
6. Validation of regulatory reporting readiness, including 6-hour breach reporting to CERT-In, and adherence to RBI cybersecurity incident reporting guidelines.
7. Assessment of inter-department coordination, including communication between SOC, IT Ops, InfoSec, business units, branch operations, and senior leadership.
8. Evaluation of external coordination, including interactions with CERT-In, law enforcement, vendors, cloud partners, and managed service providers.
9. Testing of Business Continuity & Disaster Recovery triggers, including failover procedures, DC-DR switching, and continuity of critical banking services.
10. Identification of gaps in detection, escalation, analysis, response, and communication across all teams involved in the cyber drill.
11. Measurement of maturity of bank’s Cyber Crisis Management Plan (CCMP) and alignment with global best practices (NIST CSF, ISO 27035, RBI guidelines).
12. Conducting post-drill debrief with all participants to gather insights, incident timeline accuracy, and response gaps.

6.7 Information Security Testing Services

6.7.1 Network architecture, segmentation, and data flow analysis

Consultant shall review the Data centre and Wide Area Network of Bank to identify single point of failures, network availability, logical segregation and deployment of security products/technologies etc. The assessment is to be carried out for Data centre LAN, DRLAN, network connectivity from branch office to Data centre, Sample branch networks and ATM networks etc.

Scope of Work

1. Review for Network security architecture
2. Review the appropriate segregation of network into various trusted zones
3. Review the traffic flow in the network
4. Review of routing protocols and security controls therein
5. Review the security measures at the entry and exit points of the network
6. SOC/ C-SOC Architecture review
7. Configuration review of network and security devices including Firewall, IPS, IDS, Routers, Switches, etc.
8. Rule based review of firewall and IPS
9. Review of security measures at entry and exit points of network
10. Review of key processes related to network and information security

6.7.2 Security device placement (firewalls, IPS/IDS, WAF, etc.)

1. Assess the placement and configuration of firewalls, IPS/IDS, WAF, load balancers, and DDoS protection devices
2. Conduct rule-based review of firewall and IPS policies against global standards (CIS, NIST).
3. Validate redundancy, high availability, and logging/alerting integration with SOC/SIEM.
4. Identify gaps in detection and prevention coverage for modern threats.

6.7.3 Identity and Access Management (IAM) architecture

1. Review IAM processes including SSO, MFA, IDAM, DAM, RBAC, ABAC, and PIM/PAM.
2. Assess integration of IAM with directory services (AD/LDAP) and external identity providers.
3. Evaluate key and token-based authentication for APIs, microservices, and cloud resources.
4. Identify risks of privilege escalation, orphan accounts, and weak access controls

6.7.4 Application and database security design

1. Review application and database architecture for security and regulatory compliance.
2. Assess secure coding practices and adherence to OWASP Top 10 and SANS guidelines.
3. Evaluate authentication, authorization, and session management mechanisms.
4. Analyze API security, input validation, and encryption of data in transit.
5. Review database access controls, role-based permissions, and segregation of duties.
6. Review encryption of sensitive data at rest, backups, and during replication.
7. Assess logging, monitoring, and audit trail implementation in apps and databases.
8. Check patch management and vulnerability remediation processes for all components.
9. Review IAM, privileged account management, and MFA enforcement.
10. Assess disaster recovery, backup security, and restoration procedures.

6.7.5 Endpoint security architecture

1. Review overall deployment architecture across endpoints
2. Assess endpoint security controls, including EDR, patching, device hardening, and access management.
3. Validate secure network segmentation and communication between endpoints and data centers.
4. Review identity and access management (IAM), privileged account control, and MFA enforcement.
5. Assess encryption of data at rest, in transit, and in backups across endpoints.
6. Evaluate logging, monitoring, and integration with SOC/SIEM for visibility and incident response.
7. Check alignment with RBI cybersecurity guidelines, ISO 27001, and cloud security best practices.
8. Identify gaps, misconfigurations, and potential risks in endpoint deployment.
9. Provide a detailed report with findings, risk ratings, and prioritized recommendations for remediation.

6.7.6 Cloud security architecture

1. Assess security controls for APIs, web services, and application interfaces.
2. Check configurations against industry benchmarks (CIS, NIST, ISO 27017/27018) and RBI guidelines.
3. Best practices recommendation for cloud services.
4. Review overall cloud deployment architecture (IaaS, PaaS, SaaS) for security and compliance.

6.7.7 Encryption and key management practices

1. Review the Bank's encryption methodology/practices for data at rest, in transit, and in backups.
2. Assess cryptographic algorithms and protocols in use for compliance with industry standards and regulatory guidelines (RBI, ISO 27001, PCI DSS).
3. Evaluate key generation, storage, distribution, rotation, and retirement processes.
4. Review access controls and segregation of duties for key management operations.
5. Assess integration of encryption and key management with applications, databases, endpoints, and cloud environments. Key management services review
6. Validate the use of Hardware Security Modules (HSMs) or secure key vaults where applicable.
7. Review logging, auditing, and monitoring of key usage and access events.

8. Identify gaps, misconfigurations, and potential risks related to encryption and key management.
9. Ensure compliance with regulatory requirements for sensitive data protection and cryptographic practices.

6.7.8 API Security Assessment

1. Evaluate authentication, authorization, schema validation, and encryption.
2. Assess protection against DoS, replay, and injection attacks
3. Validate rate limiting, logging, and secure error handling.
4. Security assessment should be done as per latest OWASP standards & guidelines including but not limited to the following:
 - a. Broken Authorization
 - b. Broken Authentication
 - c. Unrestricted Resource Consumption
 - d. Unrestricted Access to Sensitive Business Flows
 - e. Security Misconfiguration
 - f. Unsafe Consumption of APIs
 - g. Improper Inventory Management
 - h. Buffer overflow
 - i. Unvalidated redirects and forwards
 - j. Protection against invalidated inputs
 - k. Authentication of file upload
 - l. Password policy
 - m. Authentication and Session Management
 - n. Client side and server side validation
 - o. Protect privileged actions and sensitive resource
 - p. Cross-Site Request Forgery
 - q. Sensitive data exposure
 - r. SAML Assertion
 - s. Schema Validation
 - t. Enforcing Strong Encryption and Key Management Policy
 - u. Any other attacks, which are vulnerable to the APIs

6.7.9 Tabletop Exercise for Incident Response Readiness

1. Evaluate Blue Team readiness
2. Conduct Grey Teaming exercises combining offensive and defensive
3. Assess alignment of cyber drills with the bank's Cyber Crisis Management Plan (CCMP) and RBI guidelines.
4. Validate communication and escalation procedures across IT, cybersecurity, business units, and senior management.
5. The Table-Top Exercise (TTX) shall include planning, scenario design, facilitation, participation of relevant stakeholders, simulation of incident response activities, documentation of observations, gap analysis, and submission of a detailed post-exercise report with actionable recommendations, in line with RBI and CERT-In guidelines.

6.7.10 Recommend improvements to threat intelligence integration, SOC playbooks, and defense mechanisms.in line with emerging and evolving AI-related threats observed .Regulatory Compliance Assessment

1. Review applicable and latest regulatory requirements and guidelines as issued from time to time, including RBI guidelines, IT Act, PCI DSS, ISO 27001, and other relevant frameworks.
2. Assess the bank's policies, procedures, and internal controls for alignment with current and emerging regulatory standards.

3. Identify gaps, instances of non-compliance, and areas of potential regulatory or statutory risk based on the most recent regulatory guidance.
4. Examine audit trails, logging, and monitoring mechanisms to ensure readiness for regulatory and statutory reporting in line with updated requirements.
5. Provide support and recommendations for closure and compliance of regulatory and statutory audit observations, considering the latest applicable guidelines.

6.8 Miscellaneous

1. Ensure compliance to PCI DSS standard requirements
2. Regulatory requirement mapping and compliance tracking
3. Any other as required by bank during the contract period.
4. Training to Internal CISO team members, for Incident response and forensic Investigation, should be interactive, case studies, table top exercise which includes:-
 - Incident handling procedures for various cyber threats (Malware , Insider threats, APTs, ransomware etc.)
 - Forensic evidence collection (Volatile and non-Volatile data acquisition)
 - Disk imaging and log analysis for forensic investigation.
 - Memory forensic and malware analysis techniques.
 - Chain of custody documentation and legal considerations)
 - Threat actor tracking and IOC analysis.

7 CONTRACT PERIOD

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

The Bidder is required to sign the contract within 15 days from the date of acceptance of the Purchase Order.

The selection of bidder shall be valid for a period of 60 months from the date of issuance of Purchase Order letter. The bank may, at its sole discretion, extend the contract for an additional period of two years, in one-year increments tranches.

During the extension period, the annual rates of respective support components shall not exceed 15-20% of the last year's services. 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 Pre-Contract Integrity Pact Agreement submitted by the bidder during Bid submission will automatically form a part of the Contract Agreement till the conclusion of the contract, including extended period.

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

8 EVALUATION CRITERIA

8.1 Eligibility evaluation requirements

S. No	Criteria	Documentary Proof
1.	The Bidder should be operating in India as a registered company under Companies Act, 2013/1956 or LLP (Limited Liability Partnership) Act 2008 or Partnership firms registered under the Indian Partnership Act, 1932 with registered offices in India, and should be in existence in India for at least the last 5 (five) years as on date of opening of the bid	Copy of Certificate of Incorporation or Partnership Deed Copy of Registration Certificate/GST Registration certificate Copies of all documents listed above should be attested by authorized signatory and must be submitted along with the response
2.	The bidder should have valid PAN and GST Registration in India	Copy of Valid PAN Card, GST Registration Certificates issued by competent authority in India
3.	The bidder should be currently empaneled by CERT-In as Information Security Auditing Organizations.	Current Empanelment Certificate by CERT-In
4.	The bidder should have a minimum turnover of INR 40 crore per annum in India for each of the past 3 financial years (i.e. 2022-23, 2023-24 & 2024-25) along with positive net worth.	CA Certificate mentioning the turnover and net worth for each financial year. and Audited Financial statements (Balance sheet & Profit & Loss statement). The CA certificate provided in this regard should be without any riders or qualification.
5.	The Bidder should have at least 50 certified resources on its payroll, such as CEH, OSCP, CISA, CISSP, CompTIA Security+, CHFI, ISO/IEC 27001 LA/LI, eJPT or equivalent certifications.	Self-declaration signed by Authorized Signatory of the bidder (On their letter head) with list of resources and their respective certifications
6.	The Bidder must have experience and expertise in completing at least 1 assignment in listed each of the below service categories for a Scheduled Commercial Bank in India with minimum	1. PO/Contract Copy 2. Client Credential/client Confirmation

S. No	Criteria	Documentary Proof
	<p>1000 branches and value not less than INR 40 Lakhs during the last 3 years, as on the date of publication of the RFP</p> <p>List of Service Categories:</p> <ol style="list-style-type: none"> 1. Cyber Risk Assessment 2. Configuration and code Review 3. Ransomware Readiness Services/Drill 4. Cyber drill 5. Information Security Services for review of comprehensive security Data Centre/Enterprise & Network/SOC <p>Note: The experience for these service categories may be demonstrated through assignments carried out for one or more different clients; however, at least one completed assignment is required for each category</p>	<p>Documentary evidence should clearly showcase the service provided</p>
7.	<p>The Bidder must have experience and expertise in completing at least 1 assignment in cyber/digital forensic investigation for a BFSI in India with minimum 1000 branches during the last 3 years, as of the date of publication of the RFP</p> <p>Service Categories:</p> <ol style="list-style-type: none"> 1. Cyber/Digital Forensic Investigation 	<ol style="list-style-type: none"> 1. PO/Contract Copy 2. Client Credential/client Confirmation <p>Documentary evidence should clearly showcase the service provided</p>
8.	<p>The Bidder should not have been blacklisted at the time of submission of the bid by any regulator / statutory body/ any government department/ PSU/ BFSI in India.</p>	<p>Self-declaration signed by Authorized Signatory of the bidder (On their letter head) as per Annexure 8</p>
9.	<p>The bidder should not be involved in any litigation which threatens the solvency of company.</p>	<p>Self-declaration signed by Authorized Signatory of the bidder (On their letter head).as per Annexure 7</p>
10.	<p>Labor Law Compliance</p>	<p>Self-declaration signed by Authorized Signatory of the bidder (On their letter head).</p>

S. No	Criteria	Documentary Proof
11.	Integrity Pact	Document on 100 Rs Stamp paper, duly signed, stamped and notarized by the authorized signatory.
12.	Non-Disclosure Agreement	Document on 100 Rs Stamp paper, duly signed, stamped and notarized by the authorized signatory.
13.	To avoid conflict of interest the successful bidder or its subsidiary or its associate or sister company or its holding company should not be the NextGEN SOC /IT Security /SOC vendor/Consultant of the bank under the existing or new contract	Self-declaration signed by Authorized Signatory of the bidder (On their letter head).
14.	The Bidder to provide information that none of its subsidiaries or sister company or associate or holding company or companies having common director/s or companies in the same group of promoters/management or partnership firms/LLPs having common partners is not owned by any Director or Employee of the Bank.	Self-declaration signed by Authorized Signatory of the bidder (On their letter head).

If the Bidder or its partner ceases to be a CERT-In–empanelled vendor due to cessation, cancellation, withdrawal, or non-renewal of empanelment, the Bidder shall ensure uninterrupted service delivery for the contract period.

The Bidder must, at no additional cost to the Bank and without any change to the submitted commercial terms, engage an alternative CERT-In–empanelled vendor meeting the eligibility requirements specified in Section 8.1. Failure to ensure uninterrupted services shall entitle the Bank to cancel the contract at its sole discretion.

Note:

1. Attested photocopies of all relevant documents / certificates should be attached as proof in support of the claims made. The bidder should provide relevant additional information wherever required in the eligibility criteria. PSB reserves the right to verify /evaluate the claims made by the Bidder independently. Any decision of PSB in this regard shall be final, conclusive, and binding upon the Bidder.
2. In case of business transfer where bidder has acquired a Business from an entity (“Seller”), work experience credentials of the Seller in relation to the acquired business may be considered.
3. In the case of corporate restructuring the earlier entity’s incorporation certificate, financial statements, Credentials, etc. may be considered.
4. Either the bidder on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the said RFP.

5. The bidder/OEM comply with CVC guideline 3 (a,b) circular no. 03/01/12, GFR Rule 16(a) of 2005 and OM of DOE dated 25/07/2016 In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product, in the same tender.
6. Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions in the documents submitted in pursuance of eligibility criteria should be highlighted.

8.2 Technical evaluation requirements

The technical bid submitted by the Bidder will be evaluated only if they fulfil the eligibility criteria as defined in section 8.1 Eligibility evaluation criteria. The technical bid evaluation will be done with a total score of 100 marks for each group.

The bidders should score minimum overall 80% marks in total for further selection process. The Bidders who do not qualify the section wise cut-off or total cut-off will be dropped at this stage.

S.NO	Technical Requirement	Marks
1.	The bidder should have a minimum turnover per annum in India for each of the past 3 financial years (i.e. 2022-23, 2023-24 & 2024-25) along with positive net worth <ol style="list-style-type: none"> 1. Point 1: >40 Crores and <=60 Crore 2. Point 1: >60 Crores and <=80 Crore 3. Point 1: >80 Crores 	<ol style="list-style-type: none"> 1. Point 1 = 6 Marks 2. Point 2 = 8 Marks 3. Point 3 = 10 Marks <p>Maximum Marks – 10 Marks</p>
2.	The Bidder must have experience and expertise in completing at least 1 assignment in each of the service categories listed below for a Scheduled Commercial Bank in India having not less than 1000 branches during the last 3 years, as on the date of publication of the RFP <p>Service Categories:</p> <ol style="list-style-type: none"> 1. Risk Assessment 2. Configuration and code Review 3. Ransomware Readiness Services/Drill 4. Cybersecurity Awareness & Content Development 	<p>Number of assignments per service:</p> <ol style="list-style-type: none"> 1. 2 assignments → 3 Marks 2. 3 assignments → 4 Marks 3. 4 assignments → 5 marks 4. 5 assignments → 6 marks <p>Maximum marks – 36 marks</p> <p>Scoring will be conducted for each service individually and then consolidated to determine the highest overall score.</p>

S.NO	Technical Requirement	Marks
	5. Cyber Drill Services 6. Information Security Services for review of comprehensive security Data Centre/Enterprise & Network/SOC	
3.	<p>The Bidder must have experience and expertise in completing at least 1 assignment in each of the service categories listed below for a Scheduled Commercial Bank in India of value not less than INR 40 Lakhs during the last 3 years, as on the date of publication of the RFP</p> <p>Service Categories:</p> <ol style="list-style-type: none"> 1. Risk Assessment 2. Configuration and code Review 3. Ransomware Readiness Services/Drill 4. Cybersecurity Awareness & Content Development 5. Cyber Drill Services 6. Information Security Services for review of comprehensive security Data Centre/Enterprise & Network/SOC 	<p>Number of assignments per service:</p> <ol style="list-style-type: none"> 1. 2 assignments → 3 Marks 2. 3 assignments → 4 Marks 3. 4 assignments → 5 marks 4. 5 assignments → 6 marks <p>Maximum marks – 36 marks</p> <p>Scoring will be conducted for each service individually and then consolidated to determine the highest overall score.</p>
4.	<p>The Bidder must have experience and expertise in completing assignment in cyber/digital forensic investigation for a BFSI not less than 1000 Branches in India during the last 3 years, as of the date of publication of the RFP.</p> <p>Service Categories:</p>	<p>BFSI service marks depend on number of assignments per service:</p> <ol style="list-style-type: none"> 1. 2 assignments → 7 Marks 2. 3 assignments → 10 Marks 3. 4 assignments → 14 Marks 4. 5 assignments → 18 marks

S.NO	Technical Requirement	Marks
	1. Cyber/Digital Forensic Investigations	Maximum marks – 18 marks

8.3 Commercial Evaluation Criteria

The commercial bid of only technically qualified bidders shall be opened. These technically qualified bidders as per technical evaluation process will participate in Commercial evaluation process.

The Commercial offers of only those Bidders, who are short-listed after technical evaluation, would be opened. The format for quoting commercial bid is set in Appendix 1-Commercial Bill of Material. The commercial offer should consist of comprehensive cost for required solution. The bidder must provide detailed cost breakdown, for each category mentioned in the commercial bid.

The BANK will determine whether the Commercial Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the Scope of the RFP within the total quoted price shall be that of the Bidder.

The Commercial Bid (CB) with the lowest value will be awarded a financial score (Sf) of 100 points. The financial scores for all other bids will be calculated using the following formula:

$$Sf = 100 \times CB / F$$

(F = amount of Commercial Bid (Last value quoted/entered by the bidder).

8.4 Final Evaluation – Weighted Techno-Commercial Evaluation

The Proposals will be finally ranked according to their combined Technical Score(s) and Financial Score as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that shall be 0.70 and 0.30 respectively. ST and SF will be calculated for individual bidders, as per description mentioned in Evaluation Criteria Section respectively. Bidder with the highest Final score shall be considered for award of the Contract.

For example:

Three bidders, namely A, B and C, participated in the bid process and their technical scores are as below:

$$A=70, B=85, C= 90$$

After converting them into percentile, we get

$$ST \text{ for A} = (70/90) * 100 = 77.77$$

$$ST \text{ for B} = (85/90) * 100 = 94.44$$

$$ST \text{ for C} = (90/90) * 100 = 100$$

The Final prices of the bidders are as under: A= Rs. 8500, B= Rs. 9000, C= Rs. 12000

The final cost quoted by the bidders converted into percentile score shall be as under:

$$SF \text{ for A} = (8500/8500) * 100 = 100$$

$$SF \text{ for B} = (8500/9000) * 100 = 94.44$$

$$SF \text{ for C} = (8500/12000) * 100 = 70.83$$

As the weightage for technical parameter and cost are $T_w = 70\%$ and $F_w = 30\%$ respectively, the final scores shall be calculated as below:

$$S \text{ for A} = (77.77 * 0.7) + (100 * 0.3) = 84.439$$

$$S \text{ for B} = (94.44 * 0.7) + (94.44 * 0.3) = 94.44$$

$$S \text{ for C} = (100 * 0.7) + (70.83 * 0.3) = 91.25$$

Hence, the offer of 'B' (being highest score) will be considered and the contract shall be awarded B' at Rs. 9000 being the final price quoted by B.

Note:

1. The bank will at its own discretion decide to either –
 - Open commercial bids in front of the bidders after the technical evaluation is complete, and calculate the TCO, Or
 - The highest technical bidder shall not automatically qualify for becoming selected bidder and for the award of contract by the bank.
2. The Successful Applicant shall be the first ranked Applicant (having the highest combined score). The final decision on the successful bidder will be taken by the bank. The implementation of the project will commence upon acceptance of purchase order and signing of Contract by the selected bidder.
3. If for some reason, the successful bidder fails to execute an agreement within a specified timeline, the bank reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted.
4. In case of a tie of Total Score between two or more bidders, the Bid with higher technical score would be chosen as the successful Bidder.
5. The bank will calculate the scores up to 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.

9 PAYMENT TERMS

The selected Bidder will have to submit the documents at the Bank's office along with a request letter for payment. No advance payment will be made. Payment will be made in Indian Rupees only. All taxes to be paid will be subject to GST applicability. TDS will be applicable.

All out of pocket expenses, travelling, boarding and lodging expenses for the entire term of this RFP and subsequent agreement is included in the amount and service provider shall not be entitled to charge any additional cost on account of any items or services or by way of any out-of-pocket expense, including travelling, boarding, and lodging etc.

Bank will release payment within 30 days from the date of receipt of invoice. In case of dispute, payment will be made within 30 working days of the resolution of disputes.

1. No advance payment will be released against purchase order.
2. The Penalty, Liquidated Damage (LD) will be deducted subject to service level agreement of this RFP. Payment will be released after deducting the applicable penalties i.e. SLA, LD, etc. if any.
3. Successful Bidder agrees that Bank to hold or deduct the amount from its invoices, for non-performance or part performance or failure to discharge obligations under the Contract.
4. All the payments to the bidder shall be subject to the report of satisfactory accomplishment of the task concerned / performance/ delivery of the services to the satisfaction of Bank for this purpose.
5. Under no circumstances Bank shall be liable to the successful bidder and/or its employees/personnel/representatives/agent etc. for direct, indirect, incidental, consequential, special or exemplary damages arising from termination of the Contract.
6. Bank reserves the rights to dispute/deduct payment/withhold payments/further payments due to the successful bidder under the Contract, if the successful bidder has not performed or rendered the Services in accordance with the provisions of the Contract which the Bank at its sole discretion adjudge.
7. The bidder's request(s) for payment shall be made to Bank in writing (Invoice) accompanied by the monthly reports/attendance for which payment is being claimed.

10 SERVICE LEVEL & PENALTIES

1. Once the Bid of the successful bidder is accepted by the Bank, the Bidder shall enter into a Service Level Agreement (SLA) with the Bank, containing all the Terms and Conditions of this RFP, including confidentiality, non-disclosure and penalty clauses, and any other clause relevant to the services offered.
2. The overall penalty would be capped at maximum 10% of Purchase Order value; beyond which bank may invoke Termination of contract, as per Bank's discretion. Further, Bank may terminate the contract (fully / partially) and may invoke the BG to recover any amount due to Bank.
3. Any deliverable, report, or output rejected by the Bank, auditors, or regulators due to incomplete coverage, incorrect findings, insufficient evidence, or non-compliance with the RFP scope or regulatory requirements shall be treated as non-delivery. In such cases, the Bidder shall re-perform the activity at no additional cost and within timelines specified by the Bank.
4. Wherever applicable as stated above while affecting any payment, deduction towards penalty payment will be made.
5. Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
6. RBI/Regulatory authority may inspect facilities of successful bidder during the contract period as well as up to 2 years beyond the empanelment period. Inspection is limited to the scope of work of the agreement/PO issued.

10.1 Service Delivery & Reporting SLA

Services	Frequency	Volumetrics	Timelines
Risk Assessment	Half Yearly	Critical Application and Public Facing Application - 37	Final report submission within 2 Weeks
	Yearly	Non-Critical Application	Final report submission within 4 Weeks
Forensic Investigation	Incident Based	Digital forensic services as per RFP scope for CISO Cell staff (14 members) 100 Man hours initially	As agreed with bank specific to activity and criticality
Information Security Services	Annually		Final report submission within 4Weeks
Table-top Exercise	Half Yearly		Within 15 days of Bank intimation and submit the final report within 15 days post execution/completion of exercise
Configuration and rule Review	Annually	No. of users – 50 users	Final report submission within 4 Weeks
Ransomware readiness services	Half yearly	<p>Review of Server, Database, and Network Device configurations – approx. 3000 configurations</p> <p>Review of security rules for Firewall / SIEM / SOAR / UEBA / DAM, etc.</p> <p>Preparation of SCD/MBSS for OS (Windows, Linux, Solaris) and OEM devices (Switches, Firewalls, etc.) – currently 50 documents (ONE TIME ACTIVITY) and review it annually</p>	Final report submission within 2 Weeks
Cyber security Awareness Content Development	Monthly	<p>Poster campaigns, short awareness videos (15–30 seconds), special awareness sessions, knowledge checks, and cyber security competitions.</p> <p>Design & delivery of Cyber Security & Data Privacy awareness related reading material.</p>	By 7 th of every month
	Half Yearly	Online awareness sessions, reading material, and quiz	within 15 days of Start of the Half-Year

Services	Frequency	Volumetrics	Timelines
		programs for Bank employees and vendor resources	
	Yearly	Awareness session for Board of Directors (7–10 members)	within 15 days of Start of the Year
	Quarterly	IVR Blasting	within 15 days of Start of the Quarter
Cyber Drill	Half yearly	Planning and execution of cyber incident response drills	Within 2 Weeks

1. Non-completion of any activity/sub-activities for each scope/task assigned to the bidder within the timelines specified/agreed by the Bank will attract a penalty of 1% of the respective service/activity value of the respective year (as per BOM) per week of delay mentioned in Scope except for forensic investigation.
2. For forensic investigation the penalty is defined as below:

Forensic- SLA for onsite (Delhi NCR) Engagement				
Draft Forensic report	As agreed with bank specific to activity and criticality	Penalty 5000/day of Delay	of	Evidence Compliance, screenshots, re-validations
Final Forensic Report	As agreed with bank specific to activity and criticality	Penalty 10,000/Day of delay		

11 SKILL SET AND EXPERIENCE REQUIREMENTS OF RESOURCES:

For any of the services bidder

A) Level 1 (L1)

- a. Experience of above 2 years
- b. Educational Qualifications: B.Tech/B.E/BCA/MCA or any other relevant graduation
- c. Minimum one of below Mandatory Certifications: CEH/LPT/CCNA/ ISO 27001 LA/LI/ITIL/relevant service certification or Certifications as per Level 2 or Level 3
- d. At least 1 BFSI experience of conducting similar services

B) Level 2 (L2)

- a. Experience of above 5 years
- b. Educational Qualifications: B.Tech/B.E/BCA/MCA or any other relevant graduation
- c. At least one of the Mandatory certifications below: CISA / CISM / CISSP / OSCP / OSCE/relevant service certification
- d. At least 2 BFSI experience of conducting similar services

C) Level 3 (L3)

- a. Experience of above 7 years
- b. Educational Qualifications: B.Tech/B.E/BCA/MCA or any other relevant graduation
- c. At least Two (2) of the Mandatory certifications below: CISA / CISM / CISSP / OSCP/ OSCE/relevant service certification
- d. At least 3 BFSI experience of conducting similar services

12 TERMS AND CONDITIONS

12.1 Assignment & Subcontracting

1. The selected bidder shall not subcontract or permit anyone to perform any of the work, service or other performance required under the contract.
2. 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.

12.2 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:

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

12.3 Jurisdiction

Jurisdiction: It is hereby agreed between the parties that any suit or legal proceedings to enforce the rights of either party under this Agreement shall be instituted and tried by a competent court in the city of Delhi only.

12.4 Dispute Resolution

If any dispute, difference or claim arises between the parties hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 30 (thirty) days after commencement of discussions, then, the parties shall be at liberty to approach competent court of law at Delhi for adjudication of the disputes.

12.5 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.

12.6 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.

12.7 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.

12.8 Make in India

The policy of the Govt. of India to encourage “Make in India” and promote manufacturing and production of goods and services in India, “Public Procurement (Preference to Make in India), Order 2017 and the revised order issued vide GOI, Ministry of Commerce and Industry, Department for Promotion of Industry and Internal trade, vide Order No. P-45021/2/2017-PP (BE-II) dated 19th July 2024 subsequent amendments.

12.9 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 embargoes
- 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.
- 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.

12.10 Ownership & 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.

12.11 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.

12.12 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.

12.13 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 on stamp paper.

12.14 Liquidated Damages

The Bank will consider the inability of the bidder to deliver or install the equipment & 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, maintenance, ATS/AMC etc. of the proposed solution/services) by the bidder.

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

- a. Non-delivery of any component or other services mentioned in the order
- b. Non-delivery of supporting documentation
- c. Delivery / availability, but no installation of the components and/or software
- d. No integration/ Incomplete Integration
- e. Non-Completion of Transition within suggested timeline
- f. System operational, but not as per SLA, Timelines and scope of the RFP

If the bidder fails to deliver any or all of the products and/or systems and/or services solutions within the time period(s) specified in the Delivery Schedule or installation, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent per week or part thereof of Contract Price subject to maximum deduction of 10% of the total contract value, until actual delivery, installation or performance as per related clauses mentioned in RFP.

Once the maximum deduction is reached, the Bank may consider termination of the Contract at its discretion.

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 immediately. Failure to do so will be treated as breach of contract.

If Successful bidder fails to deliver any or all of the Service(s) or perform the Services within the time period(s) specified in the RFP/Contract / Agreement, BANK shall, without prejudice to its other rights and remedies under and in accordance with the RFP/Contract / Agreement, levy Liquidated Damages (LD) from payments, which are due to the Successful bidder.

For calculation of LD: The contract price for calculation of LD is TCO.

- The overall LD during certification/sustenance will be to a maximum of 25% of the contract value.
- LD for delay in Commencement/completion of services for each week of delay beyond the scheduled Commencement/completion date or part thereof will be a sum equivalent to 2% of unperformed services per week. In case of undue delay beyond a period of 15 days after attaining the maximum penalty of 10% of total project cost, Bank may consider termination of the contract or purchase order.
- Part of week will be considered as full week.
- Any delay by the bidder in performance of its delivery obligations shall render the bidder liable to the imposition of liquidation damages, unless extension of time is agreed upon without application of liquidation damages.
- The liquidated damages shall be deducted/recovered by the Bank from any money due or becoming due to the Bidder under this Purchase Contract or may be recovered by invoking of Bank Guarantees otherwise from Bidder or from any other amount payable to the Bidder in respect of other orders. Levying Liquidated damages is without prejudice to the Bank's right to levy any other penalty where provided for under the contract.
- Any such recovery or liquidated damages shall not in any way relieve the Successful bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Contract/Agreement/Purchase Order.
- Bank reserves the right to condone the delay, if it is not attributable to the Successful bidder.

12.15 Intellectual Property Indemnity:

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.

12.16 Limitation of Liability

The aggregate liability of bidder in connection with this Agreement, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

The limitations set forth herein shall not apply with respect to:

- a. claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right,
- b. damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
- c. damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

- d. Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.
- e. When a dispute is settled by the Court of Law in India.
- f. Loss occasioned by Non-compliance of Statutory or Regulatory Guidelines.

“Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“Willful Misconduct” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

12.17 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 indirect, consequential and incidental damages. However indemnity would cover direct damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

12.18 Order Cancellation

Bank's Right to terminate the entire/ unexecuted part of the Purchase Order on Convenience

1. The Bank reserves its right to cancel the entire / unexecuted part of the Purchase Order at any time at its convenience without assigning any reason whatsoever.
2. In the event of termination of the Agreement for the Bank's convenience, bidder shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

Bank's Right to terminate the entire/ unexecuted part of the Purchase Order on Non-Performance/Default

1. The Bank reserves its right to cancel the entire / unexecuted part of the purchase order at any time by assigning appropriate reasons (after providing a cure period of 30 days and thereafter providing a 30-day notice period). Bank shall serve the notice of termination to the bidder at least 30 days prior to terminate services because of one of more of the following reasons but not limited to -
 - a) Non submission of acceptance of order within 7 days of order.
 - b) Excessive delay in execution of orders placed by the Bank.

- c) The selected bidder commits a breach of any of the terms and conditions of the bid.
 - d) The bidder goes into liquidation voluntarily or otherwise.
 - e) An attachment is levied or continues to be levied for a period of 7 days upon the effects of the bid.
 - f) The progress made by the selected bidder is found to be unsatisfactory.
 - g) If deductions on account of liquidated Damages/penalties exceeds more than 10% of the total contract price.
 - h) If found blacklisted by any Govt. Department / PSU / other Banks / CERT-In, during contracted period.
 - i) 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.
2. If the Bank decides to cancel the unexecuted part of the purchase order in whole or in part in the event of one or more of the following conditions:
- a) Delay in delivery of the product installation and Go-Live in the specified period (Implementation Timelines + Cure Period).
 - b) Serious discrepancies are noted in product capability and services.
 - c) Breaches in the terms and conditions of the Order.

Then the Bank shall have the right to recover from the Bidder any amounts already paid by the Bank in respect of the product (including respective hardware) and/or services after adjusting for the penalties already levied and recovered by the Bank for that specific product/ service. Further, where the Bidder is able to provide satisfactory evidence that the delay or default was not attributable to the Bidder, such portion shall be excluded from the scope of recovery.

In such case, the Bank may procure on its discretion, upon such terms and in such manner as it deems appropriate, Hardware, software and services similar to those part of the canceled purchase order, and subject to limitation of liability clause of this RFP. However, Bidder shall continue performance of the Contract to the extent not terminated.

3. The Bank reserves its right to invoke the Bank Guarantee/ foreclose the Security Deposit / recover from outstanding amount to the credit of the selected bidder towards the non- performance/non-compliance of the terms and conditions of the contract and/ or to recover the dues payable by the Bidder from any, to appropriate towards damages (as mentioned in Point-1 and Point-2).

Bidder's Obligation on termination

If the Contract is terminated on Non-Performance/ contract expiry then –

1. The Bidder shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
2. During the transition, the Bidder shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades
3. During the transition, the bidder shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to the bidder, payment shall be made to the bidder for such additional period on the same rates and payment terms as specified in this Agreement.
4. If bidder is in breach of the obligations mentioned in the Point1, 2 and 3, the bidder shall be liable for paying a penalty (as per the SLAs) on demand to the Bank, which may be settled from

the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

12.19 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.

12.20 Audit by Third Party

The selected bidder (Service Provider), if required, has to get itself annually audited by internal/external empanelled 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.

Subject to receipt of prior written notice, all Service provider (s) records/premises with respect to any matters covered by this contract 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 Service Provider(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.

13 ANNEXURES

13.1 Annexure 1: Bidder's Information

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 Selection of Cert-IN empanelled bidder for providing Cyber Security Services (CSS)

Ref: RFP No. _____ dated _____

#	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.	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	
9.	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)	
10.	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:



Place:

Bidder's Authorized Signatory

Designation

Bidder's name

Company Name and Seal

13.2 Annexure 2: Tender Covering Letter

Tender Covering Letter

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

To Assistant General Manager (Cyber Security)
STAFF TRAINING CENTRE PUNJAB AND SIND BANK
Punjab & Sind Bank, CISO cell 3rd Floor,
B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B,
Rohini, Delhi, 110085

Dear Sir,

Sub: Request for Proposal for Selection of Cert-IN empanelled bidder for providing Cyber Security Services (CSS)

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 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 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 _____, 2025

Authorized Signatory

Designation



Selection of Cert-IN empaneled bidder for providing Cyber Security Services (CSS)

Bidder's name

(Name of Address Authorized Signatory)

Company Name and Seal

13.3 Annexure 3: Bid Security Declaration

Bid Security Declaration

(To be stamped in accordance with stamp act and notarized)

Date: _____

To,

Assistant General Manager (Cyber Security)

STAFF TRAINING CENTRE PUNJAB AND SIND BANK

Punjab & Sind Bank, CISO cell 3rd Floor,

B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B,

Rohini, Delhi, 110085

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

13.4 Annexure 4: Pre-Qualification Criteria

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

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.

- The bidder/OEM comply with CVC guideline 3(a,b) circular no. 03/01/12, GFR Rule 16(a) of 2005 and OM of DOE dated 25/07/2016 In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product, in the same tender.
- If an agent submits bid on behalf of the principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product.

Date

Signature with seal

Name:

Designation:

13.5 Annexure 5: Acceptance/Compliance Certificate

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

ACCEPTANCE/ COMPLIANCE CERTIFICATE

Ref: RFP No. _____ dated _____

All Terms and Conditions including scope of work

We hereby undertake and agree to abide by all the terms and conditions, scope of work & other terms stipulated by the Bank in this RFP including all addendum, corrigendum, clarification issued by bank etc.

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

Any assumptions, deviation or exclusions may result in the disqualification of our bids.

We also understand that the bank may not consider our assumptions, deviations or exclusions quoted by us anywhere in the proposal during the evaluation or during the contract period and we shall be liable make necessary arrangements at no additional cost to the bank in order to meet the requirements stated in the RFP including all addendum, corrigendum, clarification issued by bank etc.

Signature:

Seal of company

Signature:

Seal of company

13.6 Annexure 6: Escalation Matrix

Escalation Matrix

(Should be submitted 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

#	Name	Designation	Full Office Address	Phone No.	Mobile No.	Email address
a.		First Level Contact (Senior by designation to the project Director)				
b.		Second level contact (If response not received in 4 Hours)				
c.		Regional/Zonal Head (If response not received in 24 Hours)				
d.		Country Head (If response not received in 48 Hours)				

Any change in designation, substitution will be informed to bank immediately.

Date

Signature with seal

Name:

Designation:

13.7 Annexure 7: Litigation Certificate

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

Litigation Certificate

Reg.: Selection of Bidder(s) For Request for Proposal for Selection of Cert-IN empanelled bidder for providing Cyber Security Services (CSS)

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:

13.8 Annexure 8: Non-blacklisting undertaking

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

Undertaking for non-blacklisting

To,
Assistant General Manager (Cyber Security)
STAFF TRAINING CENTRE PUNJAB AND SIND BANK
Punjab & Sind Bank, CISO cell 3rd Floor,
B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B,
Rohini, Delhi, 110085

Dear Sir,

Reg.: Request for Proposal for Selection of Cert-IN empanelled bidder for providing Cyber Security Services (CSS)

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:

13.9 Annexure 9: Non-Disclosure Agreement

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 Bidder 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(hereinafter 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 Bidder 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 _____
2. In the course of such an assignment, it is anticipated that Punjab & Sind Bank or any of its officers, employees, officials, representatives or agents may disclose, or deliver, to the Bidder some Confidential Information (as hereinafter defined), to enable the Bidder to carry out the aforesaid Implementation assignment (hereinafter referred to as " the Purpose").
3. The Bidder 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 Bidder are confidential information and are privileged and strictly confidential and or proprietary of Punjab & Sind Bank. The Bidder 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 Bidder 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:

4. Confidential Information:

- (i) "Confidential Information" means all information disclosed/furnished by Punjab & Sind Bank to the Bidder whether orally, in writing or in electronic, magnetic or other form for the limited purpose of enabling the Bidder 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 Bidder 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 Bidder without any obligation of confidentiality prior to receiving it from Punjab & Sind Bank,
- (c) was rightfully obtained by the Bidder from a source other than Punjab & Sind Bank without any obligation of confidentiality,
- (d) was developed by for the Bidder 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 Bidder 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 and for a period of five (5) years with respect to project confidentiality. However, confidentiality obligations with respect to individually identifiable information, data/ information classified as PII, any customer's data of bank and any IPR of the bank shall survive in perpetuity.

5. Non-disclosure: The Bidder 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 Bidder who have a need to have access to and knowledge of the Confidential Information solely for the Purpose authorized above. The Bidder shall take appropriate measures by instruction and written agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. The Bidder may disclose Confidential Information to others only if the Bidder 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 Bidder 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.
6. Publications: The Bidder 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.
7. 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 Bidder 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 Bidder 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

8. Title and Proprietary Rights: Notwithstanding the disclosure of any Confidential Information by Punjab & Sind Bank to the Bidder, the title and all intellectual property and proprietary rights in the Confidential Information shall remain with Punjab & Sind Bank.
9. Remedies: The Bidder acknowledges the confidential nature of Confidential Information and that damage could result to Punjab & Sind Bank if the Bidder 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

10. Bidder, its directors, officers etc. from engaging in any such act which constitutes or results in breach of any of the covenants of this Agreement.
11. Any claim for relief to Punjab & Sind Bank shall include Punjab & Sind Bank's costs and expenses of enforcement (including the attorney's fees).
12. 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.
13. Dispute Resolution: If any dispute, difference or claim arises between the parties hereto in connection with the validity, interpretation, implementation or alleged breach of the terms of this Agreement or anything done or omitted to be done pursuant to this Agreement, the Parties shall attempt in the first instance to resolve the same through negotiation. If the dispute is not resolved through negotiation within 30 (thirty) days after commencement of discussions, then, the parties shall be at liberty to approach competent court of law at Delhi for adjudication of the disputes.
14. Governing Law: Governing Law: The laws of India shall govern this Agreement
15. Jurisdiction: It is hereby agreed between the parties that any suit or legal proceedings to enforce the rights of either party under this Agreement shall be instituted and tried by a competent court in the city of Delhi only.
16. 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
17. 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.

- 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.
18. Intellectual Property Indemnity: 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.
19. General: The Bidder shall not reverse - engineer, decompile, disassemble or otherwise interfere with any software disclosed hereunder.
20. 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.
21. 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.
22. 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 Bidder 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 Bidder 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 _____

For and on behalf of Punjab & Sind Bank

13.10 Annexure 10: Bank Guarantee Format for Earnest Money Deposit

Performa for the Bank Guarantee for Earnest Money Deposit

(To be stamped in accordance with stamp act and notarized)

Ref: Bank Guarantee # _____

Date: _____

To,

Assistant General Manager (Cyber Security)

STAFF TRAINING CENTRE PUNJAB AND SIND BANK

Punjab & Sind Bank, CISO cell 3rd Floor,

B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B,

Rohini, Delhi, 110085

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 Selection of Cert-IN empanelled bidder for providing Cyber Security Services (CSS) .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 _____ 2025 at _____

Name of signatory

Bank Common Seal

Designation

13.11 Annexure 11: 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 _____

To,

Assistant General Manager (Cyber Security)

STAFF TRAINING CENTRE PUNJAB AND SIND BANK

Punjab & Sind Bank, CISO cell 3rd Floor,

B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B,

Rohini, Delhi, 110085

Dear Sir,

1. WHEREAS pursuant to a Request for Proposal dated..... (hereinafter referred to as RFP, issued by Punjab & Sind Bank, Staff Training Centre Punjab & Sind Bank, B-8/232, Naharpur Village Rd, Pocket 8, Sector 3B, Rohini, Delhi, 110085 in response of (Bidder(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 Bidder(s) / Service Provider for procurement of IT Service and Operation Management Solution 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 (Bidder(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 (Bidder(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. ss

Dated this the _____ day of _____ 2025

Signature and Seal of Guarantors

der(s)'s Bank

Bid

13.12 Annexure 12 : Pre-contract integrity pact

(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 Gayen.dk@gmail.com 2. Sh. Pramod Kumar Garg Pkgarg.1957@gmail.com 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 cartelisation 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)

(For & On behalf of Bidder / Contractor)

Place -----



Selection of Cert-IN empaneled bidder for providing Cyber Security Services (CSS)

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

13.13 Annexure 13: Client References Format

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 of the project

End Date of the project

Current Status (In Progress / Completed)

Size of Project

Value of Work Order (In Lakh) (only single work order)

Scope of work

Brief Scope of work relevant to the Bank's (PSB) RFP Requirement

Cyber Security Services Scope includes in the project in line with RFP

Supporting Document to substantiate the Scope of work

Contract Copy/PO/Credential letter/ Email Confirmation

Name & Signature of authorised signatory

Seal of Company

13.14 Annexure 14: Pre-bid Query format

Pre-Bid Query Format

(Bidders should submit the queries in excel format only)

Ref: RFP No. _____ dated _____.

Bidder's Name: _____

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

13.15 Annexure 15 : Frequency & volumetric of services to be provided

Service	Frequency	
Risk Assessment	Half Yearly	Critical Application and Public Facing Application - 37
	Yearly	Non-Critical Application
Forensic Investigation	Annually	Digital forensic services as per RFP scope for CISO Cell staff (14 members)
	Incident Based	100 Person hours initially
Information Security Services	Annually	As per the scope mentioned in section 6.7
Table-top Exercise	Half Yearly	No. of users – 50 users
Configuration and rule Review	Annually	Review of Server, Database, and Network Device configurations – approx. 3000 configurations Review of security rules for Firewall / SIEM / SOAR / UEBA / DAM, etc. Preparation of SCD/MBSS for OS (Windows, Linux, Solaris) and OEM devices (Switches, Firewalls, etc.) – currently 50 documents (ONE TIME ACTIVITY) and review it annually
Ransomware readiness services	Half yearly	As per the scope mentioned in section 6.4
Cyber security Awareness Content Development	Monthly	Poster campaigns, short awareness videos (15–30 seconds), special awareness sessions, knowledge checks, and cyber security competitions. Design & delivery of Cyber Security & Data Privacy awareness related reading material.
	Half Yearly	Online awareness sessions, reading material, and quiz programs for Bank employees and vendor resources
	Yearly	Awareness session for Board of Directors (7–10 members)
	Quarterly	IVR Blasting
Cyber Drill	Half yearly	Planning and execution of cyber incident response drills

13.16 Annexure 16: Commercial Proposal Submission Checklist

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

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

1. Bill of Material as per Appendix 1

14 Appendix

14.1 Appendix 1- Bill of Material

Attached as a separate Excel file.

- Exceptions, disclaimers, limitations, conditional compliance submitted by bidder and / or OEMs in the bid shall not be taken on record and selected bidder & respective OEM must mandatorily provide such features, modules, add-ons, service etc. sought by the bank in the RFP.
- Generic, speculative & theoretical points should be avoided in the responses and shall be considered null and void